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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : **Chapter 11 Case No.**
:
LEHMAN BROTHERS HOLDINGS INC., et al., : **08-13555 (JMP)**
:
Debtors. : **(Jointly Administered)**
-----X

**DEBTORS' OMNIBUS REPLY
TO CERTAIN RESPONSES TO DEBTORS' NINETY-SECOND,
ONE HUNDRED TWENTIETH, AND ONE HUNDRED SEVENTIETH
OMNIBUS OBJECTIONS TO CLAIMS (NO BLOCKING NUMBER LPS CLAIMS)**

TO THE HONORABLE JAMES M. PECK,
UNITED STATES BANKRUPTCY JUDGE:

Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), file this omnibus reply (the "Reply") to certain responses received opposing the (i) Debtors' Ninety-Second Omnibus Objection to Claims (No Blocking Number LPS Claims) (the "Ninety-Second Omnibus Objection") [Docket No. 14472], (ii) Debtors' One Hundred Twentieth Omnibus Objection to Claims (No Blocking Number LPS Claims) (the "One Hundred Twentieth Omnibus Objection") [Docket No. 16074], and (iii) Debtors' One Hundred Seventieth Omnibus Objection to Claims (No Blocking Number LPS Claims) (the "One Hundred Seventieth Omnibus

Objection”) [Docket No. 19388] (collectively, the “Omnibus Objections”)¹ and respectfully represent as follows:

I. PRELIMINARY STATEMENT

1. The Bar Date Order expressly requires that claims based on Lehman Program Securities must, among other things, “include either a Euroclear electronic instruction reference number or a Clearstream blocking reference number” (a “Blocking Number”). The Lehman Program Securities Procedures, which include the Blocking Number requirement, were extensively negotiated with numerous creditors and approved by this Court as a necessary mechanism for the Debtors to confirm the validity of claims based on Lehman Program Securities, which did not have indenture trustees to file claims on behalf of the individual holders. Imposition of the Lehman Program Securities Procedures was an acknowledgement of the complexities inherent in validating claims based on over 4,000 securities for which the Debtors could not identify the beneficial holders or the amounts held. Without the Blocking Number requirement, the Debtors faced the likelihood of making distributions on numerous duplicative claims. Subsequently, the Blocking Number requirement has been critical to the Debtors’ ability to reconcile more than 30,000 Lehman Program Securities claims, and even with that critical information, reconciliation of those claims has required considerable expenditure of the Debtors’ resources, including thousands of hours of analysis.

2. It is undisputed that the claims included on Exhibit A (the “No Blocking Number LPS Claims”) are based on Lehman Program Securities and that the holders of the No Blocking Number LPS Claims did not obtain or provide a required Blocking Number. Accordingly, the No Blocking Number LPS Claims do not comply with the Bar Date Order, are in

¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Omnibus Objections.

violation of the Lehman Program Securities Procedures, and should be disallowed and expunged in their entirety with prejudice. This reply addresses the nine responses (the “Responses”) filed by the claimants set forth on Exhibit A (the “Claimants”).² The Responses assert a variety of reasons why the failure to obtain a Blocking Number should be excused.³ The primary reasons are summarized as follows:

- The Court lacks authority to disallow the No Blocking Number LPS Claims for failure to comply with the Blocking Number requirement;
- Because the No Blocking Number LPS Claims were filed prior to entry of the Bar Date Order, the Claimant was not required to obtain a Blocking Number;
- The Claimant can prove ownership of the securities through alternative means, and thus, the Debtors will not be prejudiced if the Blocking Number requirement is excused;
- The No Blocking Number LPS Claims should be allowed as informal proofs of claim;
- The Claimant made a good faith effort to comply with the Bar Date Order; and
- Notice of the Blocking Number requirement was inadequate.

3. The Responses lack merit and should be overruled. The Blocking Number requirement is a critical component of the Lehman Program Securities Procedures that were specifically crafted to allow the Debtors to reconcile more than 30,000 Lehman Program Securities claims and was ordered by this Court. The Court has authority to enforce the Blocking Number requirement and compliance with the Bar Date Order. It is not, as the Claimants argue, a

² This Reply only addresses the Responses listed on Exhibit A. The Debtors reserve their right to file reply briefs responding to all other responses received in opposition to the Omnibus Objections.

³ Exhibit A identifies which arguments each of the Claimants assert.

mere “technicality” that can be disregarded without harm to the estates. The Blocking Number requirement should be enforced, the Responses overruled, and the Omnibus Objections granted.

II. ARGUMENT

A. The Court Has Authority to Dictate the Contents of a Proof of Claim

The Blocking Number requirement for Lehman Program Securities Claims was a valid exercise of the Court’s authority to dictate the form and content of the proofs of claim filed in these cases. Certain Claimants argue that the Court lacked authority to impose the Blocking Number requirement because it is beyond what is required to “substantially conform” with Official Form 10 under Bankruptcy Rule 3001(a). However, modifications to Official Form 10 are permitted “as may be appropriate,” as are the use of customized claims-filing procedures. *See* Bankruptcy Rule 9009; *In re A.H. Robins Co.*, 862 F.2d 1092, 1093 (4th Cir. 1988) (affirming disallowance of claims for failure to comply with court-ordered claim filing procedures requiring, among other things, claimants to complete questionnaires). In *In re A.H. Robins Co.*, for example, the District Court ordered a two-step claims-filing process whereby creditors were required to first submit a statement to the court that provided the claimant’s name and address and that they were “making a Dalkon Shield claim.” 862 F.2d at 1093. The claimants were then required to complete a questionnaire that requested additional information, such as the claimants’ name, address, dates of insertion and removal of the Dalkon Shield, type of injury allegedly suffered, and the names of physicians or clinics consulted. *Id.* The bar date order stated that the questionnaire must be “timely returned to the court or the claim would be disallowed.” *Id.* The District Court ultimately disallowed the claims for which the required questionnaire was not completed, *id.* at 1094, and the Court of Appeals for the Fourth Circuit affirmed. *Id.* at 1097.

Crafting claims-filing procedures to address the unique complexities of a chapter 11 case is not uncommon. For example:

- In *In re Ephedra Products Liability Litigation; In re TL Admin. Corp.*, 04 MD 1598 (JSR) (S.D.N.Y.), No. 03-15564 (Bankr. S.D.N.Y.), personal injury claimants that filed proofs of claim against the debtors were required to convert their claims into civil actions by filing complaints and verified fact sheets by a certain date. All claims that were not timely converted were deemed waived and expunged, invalidated, and/or disallowed. Copies of the relevant District Court and bankruptcy court orders are attached hereto as Exhibit B and Exhibit C, respectively.
- In *In re Enron*, Case No. 01-16034 (AJG) (Bankr. S.D.N.Y. Aug. 1, 2002), the bankruptcy court required employees asserting claims for retiree benefits, wages, salary, and compensation to complete an eight-page Employee Proof of Claim Form and provide information regarding: the period of work performed and unpaid; amounts owed to the employee for unpaid vacation; amounts owed for unpaid severance or separation pay including the period of the claimed unpaid severance and copies of any agreements, letters, or forms supporting the claims; and amounts owed for unpaid benefits due from employee benefit plans, the name of the employee benefit plans, a detailed explanation of how the employee computed the unpaid amount owed under the employee benefit plan(s), and attachments of any plan agreements that described how payment was calculated. A copy of the Employee Proof of Claim Form is attached hereto as Exhibit D.
- In *In re Federal-Mogul Global Inc.*, No. 01-10578 (Bankr. D. Del. June 4, 2002), the bankruptcy court approved a specialized proof of claim form for claims regarding asbestos property damage that required claimants to complete a three-page form that requested information about each property that was the basis of an asbestos property damage claim, the type and brand name of the asbestos-containing product installed there, the dates of installation and removal of that product, and the resulting damages. The claimants were also required to attach all supporting documents such as invoices, contracts, product samples, and test results. A copy of the specialized proof of claim form is attached hereto as Exhibit E.

The Lehman Program Securities Procedures were designed to address the unique complexity of reconciling the Lehman Programs Securities Claims, and the Blocking Number requirement is a key component of those procedures. Accordingly, the Court was well within its authority to dictate the requirements for filing Lehman Program Securities Claims.

B. The Court Has Authority to Enforce Its Own Orders

4. The Court has authority to enforce the Bar Date Order, including the Blocking Number requirement, and to disallow the No Blocking Number LPS Claims for violating it. Certain Claimants argue that failure to obtain a Blocking Number is not a legitimate basis to

disallow the No Blocking Number LPS Claims.⁴ The Claimants are effectively arguing that the Court lacks authority to enforce the Blocking Number requirement and compliance with the Bar Date Order. This argument should be rejected.

5. It is well-settled that a Court has authority to enforce its own orders. *See Ins. Co. of N. Am. v. NGC Settlement Trust & Asbestos Claims Mgmt. Corp. (In re Nat'l Gypsum Co.)*, 118 F.3d 1056, 1069 (5th Cir. 1997) (stating that a bankruptcy court's power to enforce its own orders is "undisputed"); *Burrell v. AT&T Corp.*, No. 03 CIV. 2490(SAS), 2006 WL 3802224, at *8 (S.D.N.Y. Dec. 21, 2006) (stating that a court has the "inherent power" to "enforce its own rules and orders"); *Ryerson v. Chase Manhattan Mortg. Corp. (In re Ryerson)*, No. 6:03-AP-00197-ABB, 2006 WL 3804675, at *3 (Bankr. M.D. Fla. Nov. 20, 2006) (stating that a bankruptcy court has power to enforce its own orders under section 105(a) of the Bankruptcy Code). Thus, as in the *A.H. Robins* case, this Court has the authority to disallow claims that fail to comply with the Lehman Program Securities Procedures mandated by the Bar Date Order, including the Blocking Number requirement. *See In re A.H. Robins Co.*, 862 F.2d at 1097 (affirming disallowance of claims for failure to comply with court-ordered procedures for filing proofs of claim).

6. The Bar Date Order carries the same force and effect as any court order. By questioning the validity of the Debtors' grounds for objection here, the Claimants are challenging the validity of the Bar Date Order. Such assertions constitute invalid collateral attacks on the Bar Date Order, which is final and nonappealable. *See In re Spiegel Inc.*, No. 03-11540 (BRL), 2006 WL 2577825, at *13 (Bankr. S.D.N.Y. Aug. 16, 2006) (stating that once confirmation order became final and nonappealable, *res judicata* precluded a collateral attack on the order); *see also*

⁴ The Claimants rely on sections 105(a) and 502(b) of the Bankruptcy Code. By relying on these arguments, the Claimants ignore the Bar Date Order's status as an order of this Court entitled to enforcement, which is dispositive of the Court's authority. However, the Debtors do not waive the right to specifically address any of the arguments made by the Claimants.

Stoll v. Gottlieb, 305 U.S. 165, 171-72 (1938) (holding that creditor could not enforce guaranty obligation once that obligation had been released under a reorganization plan approved by a final, nonappealable order, irrespective of whether the bankruptcy court had the power to initially grant the release). Accordingly, the Claimants may not attack the validity of the Bar Date Order's provisions by challenging the Court's authority to enforce it.⁵

**C. Claims Filed Before the
Bar Date Still Required Blocking Numbers**

7. The Bar Date Order expressly states that claims based on Lehman Program Securities must include a Blocking Number. (Bar Date Order at 13.) The holders of the No Blocking Number LPS Claims undisputedly failed to comply with this requirement, but some argue that they are exempted from it because they submitted claims prior to entry of the Bar Date Order.⁶ This argument is contrary to the plain language of the Bar Date Order and must be rejected.

⁵ Claimants' argument also ignores that disallowance for failure to obtain a Blocking Number is contemplated by yet another of this Court's orders—the Court's Amended Order Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rules 3007 and 9019(b) for Approval of Claim Objection Procedures (the "Claim Objection Procedures Order") [Docket No. 7956]. The Claim Objection Procedures Order expressly provides:

the Debtors . . . are hereby authorized, in addition to those grounds set forth in Bankruptcy Rule 3007(d), to file Omnibus Claims Objections to claims seeking reduction, reclassification and/or disallowance of claims on one or more of the following grounds (the "Additional Permitted Grounds")

. . .

(d) the Claims do not include sufficient documentation to ascertain the validity of the Claim[.]

(Claim Objection Procedures Order at 2.) The Blocking Number is a piece of information necessary for the Debtors to ascertain the validity of a claim. Accordingly, the Claimants' failure to obtain a Blocking Number is a failure to sufficiently document the No Blocking Number LPS Claims.

⁶ The Claimants assert that the No Blocking Number LPS Claims are entitled to *prima facie* validity. The Debtors dispute this because the Claimants did not submit a complete proof of claim as a result of their failures to obtain and include Blocking Numbers. Regardless, if an objection refuting at least one of the claim's essential allegations is asserted, the claimant has the burden to demonstrate the validity of the claim. See *In re Oneida, Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009); *In re Rockefeller Ctr. Props.*, 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000) ("Once an objectant offers sufficient evidence to overcome the *prima facie* validity of the claim, the claimant is required to meet

8. The beginning of the Bar Date Order section setting forth the Lehman Program Securities Procedures, including the Blocking Number requirement, unambiguously states that those procedures apply to the filing of Lehman Program Securities claims “notwithstanding anything to the contrary contained in this Order.” (*Id.* at 12.) It further states that claims must substantially conform to the Securities Program Proof of Claim Form. (*Id.*) The Securities Program Proof of Claim Form not only includes a box for the Blocking Number but also specifically informed the Claimants that “[y]ou must acquire a Blocking Number”

9. Despite the clear language of the Bar Date Order, the Claimants argue that they are exempt from the Blocking Number requirement. The Claimants rely on the following two provisions of the Bar Date Order:

- “ORDERED that the following persons or entities are **not** required to file a Proof of Claim on or before the Bar Date: . . . (f) any holder of a claim who has already filed a Proof of Claim . . . utilizing a claim form which substantially conforms to the Proof of Claim Form” (Bar Date Order at 3-4 (emphasis in original).)
- “[N]othing in this Order shall impose a duty or obligation on any party to any agreement related to any Lehman Program Security to file a claim beyond whatever duty or obligation currently exists in the applicable agreements for the Lehman Program Security or applicable law” (Bar Date Order at 14.)

The Claimants argue that the No Blocking Number LPS Claims are on forms that “substantially conform” to the Court-approved form for non-Lehman Program Securities claims. Accordingly, they contend that, pursuant to the Bar Date Order, they were not required to submit an additional proof of claim form with a Blocking Number, and by extension, were not required to obtain a

the usual burden of proof to establish the validity of the claim.”), *aff’d*, No. 09 CIV. 229 (DC), 2010 WL 234827 (S.D.N.Y. Jan. 22, 2010). It is undisputed that each of the Claimants failed to obtain the required Blocking Number, and thus, the Debtors have met any burden of persuasion to overcome the *prima facie* validity of the No Blocking Number LPS Claims. As a result, the Claimants have the burden to prove by a preponderance of the evidence that the No Blocking Number LPS Claims should be allowed. *See Oneida*, 400 B.R. at 389.

Blocking Number.⁷ They further argue that because the Blocking Number requirement is unique to these cases, it is an additional “duty or obligation” that is not permitted under the “duty or obligation” language contained in the Lehman Program Securities Procedures.

10. Taken to its logical conclusion, the Claimants’ argument would render the Lehman Program Securities Procedures inapplicable not only to Lehman Program Securities claims filed prior to entry of the Bar Date Order but to *all* claims based on Lehman Program Securities, as the Lehman Program Securities Procedures create certain additional requirements and obligations on Lehman Program Securities claimants. This result is untenable and contrary to basic principles of interpretation that require all provisions of a document to be read together and consistent with its intent. *See Capetan v. Brownell*, 148 F. Supp. 519, 520 (E.D.N.Y. 1957) (“In construing orders and judgments, the entire contents of the instrument and the record should be taken into consideration in ascertaining the intent.”); *In re Nw. Airlines Corp.*, No. 06-01566, 2007 WL 2713021, at *6 (Bankr. S.D.N.Y. Sept. 14, 2007). The Bar Date Order’s “notwithstanding anything to the contrary contained in this Order” language set forth at the beginning of the Lehman Program Securities Procedures establishes that the intent of the Bar Date Order is that the Lehman Program Securities Procedures control as to claims based on Lehman Program Securities, including those claims that were submitted prior to entry of the Bar Date Order. Moreover, the creation and incorporation of the Blocking Number requirement in the Lehman Program Securities Procedures manifests an intent that said requirement would be enforced regardless of the “duty or obligation” language contained in the Lehman Program Securities Procedures. Otherwise, there

⁷ Life Insurance Company of Société Générale (“Sogecap”) also argues that the Debtors have not provided any evidence in support of the Ninety-Second Omnibus Objection. (*See* Response of Sogecap to Debtors’ Ninety-Second Omnibus Objection to Claims (No Blocking Number LPS Claims) at 4 (the “Sogecap Response”).) However, Sogecap admits that it did not obtain a Blocking Number. To the extent that this Court requires more evidence that Sogecap failed to comply with the Blocking Number requirement, it can, and should, take judicial notice of Sogecap’s proof of claim, which indisputably does not include a Blocking Number. *See* Fed. R. Evid. 201.

would have been no reason to include the Blocking Number requirement in the Lehman Program Securities Procedures.⁸

11. The Blocking Number requirement is no less critical to claims submitted prior to entry of the Bar Date Order than it is to claims submitted after entry of the Bar Date Order. The time of the filing of the No Blocking Number LPS Claims is not a characteristic that eliminates the concerns giving rise to the Blocking Number requirement. The intent of the Bar Date Order cannot be to exempt all Lehman Program Securities Claims filed before the Program Securities Bar Date from the Lehman Program Securities Procedures. Accordingly, the Claimants cannot evade the requirements of the Bar Date Order, and the No Blocking Number LPS Claims should be disallowed and expunged.

D. Allowing the Claimants to Provide Extrinsic Evidence of Ownership in Lieu of a Blocking Number Will Significantly Prejudice the Debtors

12. Certain Claimants argue that failure to obtain a Blocking Number should be excused if they can provide evidence that they owned Lehman Program Securities before and after the Program Securities Bar Date. Allowing Claimants to offer extrinsic evidence of ownership in lieu of complying with the Blocking Number requirement erodes the integrity of the Bar Date Order and should not be permitted.

13. The Claimants' argument has already been rejected by this Court. In similar circumstances, this Court held that parties that failed to obtain a Blocking Number cannot avoid the consequences of doing so by submitting proof of ownership:

The Aspecta case is different. That's the ["we didn't do it at all problem but we have other means of establishing, in a way that we

⁸ Moreover, the "duty or obligation" language was specifically negotiated and included to clarify that the Lehman Programs Securities Procedures were not enlarging the contractual obligations of any parties, such as a fiscal agent or banks/brokers holding the Lehman Program Securities on behalf of their customers, to file proofs of claim. It was not intended to eviscerate the Lehman Program Securities Procedures.

think should be credible, that we held Lehman program securities at the time that a proof of claim was filed and completely ignored the requirement of including a blocking number.[’] They lose.

(Oct. 27, 2010 Hr’g Tr. at 39:24-40:4.)⁹ The holders of the No Blocking Number LPS Claims should be treated the same, and their claims disallowed and expunged.

14. Moreover, even if the Claimants could produce credible evidence of ownership before and through the Program Securities Bar Date, this does not effectively substitute for a Blocking Number. Without a Blocking Number, the risk may still exist that the Debtors will make duplicative distributions on the same holding. For example, if a Claimant’s position is subsumed within a claim filed by a bank or broker that has a Blocking Number representing multiple positions for the same security, then the Debtors will pay twice on the same holding. This, of course, would be prejudicial to the Debtors’ legitimate creditors.

15. If the Blocking Number requirement is not enforced, the Debtors will suffer significant harm from the erosion of their ability to manage their claims reconciliation in an equitable and timely manner consistent with their creditors’ reasonable expectations. This Court has recognized the need for strict application of the Bar Date Order as “the enormity of the claims allowance process is self-evident, and prejudice needs to be evaluated in this unprecedented setting” *In re Lehman Bros. Holdings Inc.*, 433 B.R. 113, 121 (Bankr. S.D.N.Y. 2010), *aff’d*, 445 B.R. 137 (S.D.N.Y. 2011). While the holders of the No Blocking Number LPS Claims argue that the Debtors will not be prejudiced if their individual claims are excepted because “it’s only one claim” or because the dollar value is relatively small in comparison to the universe of claims, this argument should be rejected. Just as in the context of enforcement of the Bar Dates, “[t]he prejudice to the Debtors is not traceable to the filing of any additional single claim but to the

⁹ Relevant excerpts from the transcript of the October 27, 2010 hearing are attached as Exhibit F.

impact of permitting exceptions that will encourage others to seek similar leniency.” 433 B.R. at 121. The Claimants ignore the cumulative effect that permitting the No Blocking Number LPS Claims will have on the estate, which this Court has recognized as creating a “floodgates” problem:

That’s your floodgates problem, the problem that parties who never obtained a blocking number will come forward and say we have the ability through extrinsic evidence to demonstrate that we, in fact, own the security at the time that we filed the proof of claim. I have a problem with that.

(Oct. 27, 2010 Hr’g Tr. at 36:1-36:6.) Thus, permitting exceptions to the Blocking Number requirement does not impact “only one claim” and could have a significant detrimental economic impact on the estates.

16. The status of these chapter 11 cases also confirms the prejudice that the Debtors will suffer if the No Blocking Number LPS Claims are allowed to proceed. The Debtors filed their third amended chapter 11 plan (as amended or supplemented, the “Plan”) on September 1, 2011. The confirmation hearing is fast-approaching on December 6, 2011. The Debtors have spent significant amounts of time and effort negotiating the Plan as well as reviewing and objecting to claims. The projected recoveries disclosed in connection with the Plan were based, in part, on an analysis of the claims filed in compliance with the Bar Date Order. If the holders of the No Blocking Number LPS Claims are granted leniency, then other claimants will seek similar relief to be excused from compliance with the Bar Date Order and threaten to undermine the creditors’ legitimate recovery expectations. To avoid such harm, the Blocking Number requirement should be enforced regardless of what extrinsic evidence the holders of the No Blocking Number LPS Claims seek to introduce.

E. Whether the No Blocking Number LPS Claims Qualify as Informal Proofs of Claim Is Irrelevant

17. The argument that the Blocking Number requirement should be waived because the No Blocking Number LPS Claims substantially conform with Official Form 10 and are informal proofs of claim under Bankruptcy Rule 3001(a) is wholly irrelevant. The Debtors are not objecting to the No Blocking Number LPS Claims on the basis that they fail to conform to Official Form 10 but on the basis that they fail to conform to the Bar Date Order's Blocking Number requirement. On that basis, the No Blocking Number LPS Claims are properly the subject of objection as they have been presented in a form that does not comply with applicable rules (*i.e.*, the Bar Date Order) imposed to allow the Debtors to validate those claims. *See* Fed. R. Bankr. P. 3007(d)(6).

18. Regardless, pursuant to the Bar Date Order, the Claimants were required to submit claims that substantially conform with the Program Securities Proof of Claim Form, which form includes a box for the Blocking Number and a warning that “[y]ou must acquire a Blocking Number” Having failed to obtain Blocking Numbers, the Claimants fail to satisfy the substantial conformity requirement.

19. Moreover, treating the No Blocking Number LPS Claims as informal proofs of claim does nothing to eliminate the risks that the Blocking Number requirement was designed to prevent. The theory underlying allowance of an informal proof of claim is that a proof of claim that puts “the debtor and/or the court on notice as to the existence, nature and amount of the claim (if ascertainable)” should not be disallowed solely because it was not submitted on a proof of claim form. *Hefta v. Official Comm. of Unsecured Creditors (In re Am. Classic Voyages Co.)*, 405 F.3d 127, 132 (3d Cir. 2005). Here, the issue is not one of form, but is one of substance; the No Blocking Number LPS Claims omitted a critical piece of information that is necessary to allow the Debtors to validate claims and eliminate risk of duplicative distributions. If the Court does not

enforce the Blocking Number requirement, a risk exists that the Debtors will make distributions on duplicative claims. Characterizing the No Blocking Number LPS Claims as informal proofs of claim does not mitigate that risk.

F. The Blocking Number Requirement Should Be Strictly Enforced

20. Certain Claimants assert they made good faith efforts to comply with the Bar Date Order and that their alleged particular circumstances justify an exception to the Blocking Number requirement. However, the alleged reasons for seeking special treatment are the ordinary type of circumstances within the Claimants' control. Moreover, the litany of excuses underscores the need for strict enforcement of the Blocking Number requirement. Permitting exceptions to the Blocking Number requirement is a slippery slope and undoubtedly will encourage others to seek similar leniency with the predictable drain on the Debtors' and this Court's resources. Whatever the alleged reason for failing to obtain a Blocking Number, it does not render it any less critical to the Debtors' ability to reconcile the Lehman Program Securities claims or diminish the risk of distributions on potentially invalid or duplicative claims. Accordingly, the No Blocking Number LPS Claims should be disallowed and expunged.

G. Notice of the Blocking Number Requirement Was Sufficient

21. The Debtors provided adequate notice of the Blocking Number requirement, and thus, certain Claimants' efforts to evade the Blocking Number requirement on the grounds of insufficient notice fail. The Debtors complied with the Court-approved notice procedures for Lehman Program Securities claims, and such notice, per the Bar Date Order, is deemed "good, adequate, and sufficient notice." (Bar Date Order at 12-13.)

22. Notice of the Blocking Number requirement was widely disseminated through the Program Securities Bar Date Notice. The Program Securities Bar Date Notice was published by the Debtors in ten languages, plus eight translations for local dialects, in 26

newspapers in 18 countries and was also publicly available on the website of Epiq Bankruptcy Solutions, the Debtors' claims agent.¹⁰ For Lehman Program Securities claims, the Bar Date Order specifically designated notice by publication as "good, adequate, and sufficient notice of the Bar Date and the Securities Program Bar Date and the procedures for filing Proofs of Claim and Securities Program Proofs of Claim in these cases."¹¹ (Bar Date Order at 14.) The Debtors' service of the Program Securities Bar Date Notice on Euroclear, Clearstream, The Depository Trust Company, similar clearing agencies, and issuers of the Lehman Program Securities with instructions to distribute it promptly to the accountholders and/or holders of the Lehman Program Securities also constitutes "good, adequate, and sufficient" notice. (*See id.* at 13; Aff. of Service of Financial Balloting Group LLC Regarding Mailing of the Program Securities Bar Date Documents, a true and correct copy of which is attached hereto as Exhibit G.)

23. The Program Securities Bar Date Notice was not the only means by which notice of the Blocking Number requirement was available to holders of Lehman Program Securities. The bankruptcy trustees for Lehman Brothers Treasury Co., B.V. ("LBT") and Lehman Brothers Securities, N.V. ("LBS") each posted a notice on their respective websites to the holders of Lehman Program Securities issued by LBT and LBS. These notices specifically discussed the Lehman Program Securities Procedures, including the Blocking Number requirement. (*See* Notice to all holders of warrants and certificates issued by LBS, dated Oct. 6,

¹⁰ The Bar Date Order specified that "the Debtors shall publish notice (translated into the appropriate language, if necessary) substantially in the form of the Securities Program Bar Date Notice at least once in one leading national newspaper in each of Italy, Spain, France, Germany, The Netherlands (in English), Switzerland, Luxembourg, United Kingdom, Hong Kong, Mexico, Belgium, Austria, Greece, Brazil, Argentina, Australia, and Japan." (Bar Date Order at 14.)

¹¹ Millennium Marketing & Management Pty Ltd's ("Millennium") argument that notice of the Program Securities Bar Date by publication was inadequate is contrary to the Court-approved notice procedures for holders of Lehman Program Securities claims. Regardless, Millennium admits that it would have received actual notice of the Blocking Number requirement but for a clerical error by Millennium's bank, Australia and New Zealand Banking Group Limited, which is not something for which the Debtors are responsible.

2009, attached hereto as Exhibit H and publicly available at

<http://www.ekvandoorne.com/bankruptcy-lehman-brothers-securities/38-general-information>;

Notice to all holders of notes and certificates issued by LBT, dated Oct. 1, 2009, attached hereto as

Exhibit I and publicly available at <http://www.lehmanbrotherstreasury.com>) They also informed

the holders that the Program Securities Bar Date Notice was publicly available and where a copy could be obtained. (See Exhibit H; Exhibit I.)

24. Thus, there was ample opportunity for the holders of the No Blocking Number LPS Claims to receive notice of the Blocking Number requirement had they been sufficiently diligent in investigating the claims process. Given the broad distribution of the Program Securities Bar Date Notice, the Claimants' assertion that notice of the Blocking Number requirement was inadequate does not withstand scrutiny. The holders of the No Blocking Number LPS Claims should be held to the Blocking Number requirement as other creditors have been, and their claims disallowed and expunged for failure to follow the clear mandates of the Bar Date Order.

III. CONCLUSION

WHEREFORE, for the reasons set forth above and in the Omnibus Objections, the Debtors respectfully request that the Court enter an order disallowing and expunging the No Blocking Number LPS Claims in their entirety and grant such other and further relief as the Court may deem just and appropriate.

Dated: November 23, 2011
New York, New York

/s/ Robert J. Lemons

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EXHIBIT A

Exhibit A

<u>Claimant</u>	<u>Claim Number(s)</u>	<u>Omnibus Objection</u>	<u>Docket No.</u>	<u>Summary of Response</u>
Christina Kim	9491	92	15337	<ul style="list-style-type: none"> • Unfamiliar with bankruptcy procedure and unaware of Blocking Number requirement
Procesos Controlados	2821	92	18512 22639	<ul style="list-style-type: none"> • Failure to obtain a Blocking Number was inadvertent • Claimant owned the securities before and after the Programs Securities Bar Date • Because claim was filed prior to entry of the Bar Date Order and was based on Form 10, which substantially conforms with the claim form attached to the Bar Date Order, Claimant was not required to obtain a Blocking Number • The “floodgates” argument favors Claimant because the interest of creditors holding valid claims should be protected over those “seeking a windfall” • The Debtors cannot avoid having to review the claims filed in these cases • The Court does not have authority to disallow claims for failure to obtain a Blocking Number
Punjab National Bank (International) Limited	63860	92	15074	<ul style="list-style-type: none"> • Punjab attempted to obtain a Blocking Number but did so after the deadline and its request was refused • Claim is entitled to <i>prima facie</i> validity • Punjab has not sold the securities at issue • The Court does not have authority to disallow claims for

				<p>failure to obtain a Blocking Number</p> <ul style="list-style-type: none"> • Permitting an exception to the Blocking Number requirement will not prejudice the Debtors • The <i>Pioneer</i> standard is inapplicable because failure to adhere to deadlines is different than failure to document a claim
Rakepoll Finance N.V.	1638	92	15847	<ul style="list-style-type: none"> • Because claim was filed prior to entry of the Bar Date Order, Rakepoll was not required to obtain a Blocking Number • Claim is entitled to <i>prima facie</i> validity • Debtors will not be prejudiced if the Blocking Number requirement is excused but Rakepoll will be significantly prejudiced if it is not • Claim qualifies as an informal proof of claim
SOGECAP	1168	92	15080	<ul style="list-style-type: none"> • Because claim was filed prior to entry of the Bar Date Order, SOGECAP was not required to obtain a Blocking Number • Debtors have not carried their burden of proof and produced evidence establishing that SOGECAP's claim did not include a Blocking Number
Christine Geldard	1537	120	16767	<ul style="list-style-type: none"> • Believed claim complied with the Bar Date Order when claim was filed
Millenium Marketing & Management Pty, Ltd.	66106	120	16931	<ul style="list-style-type: none"> • Because claim was filed prior to entry of the Bar Date Order, Millenium was not required to obtain a Blocking Number • Millenium did not receive proper notice of the Blocking

				<p>Number requirement because its bank faxed the Programs Securities Bar Date Notice to the wrong number</p> <ul style="list-style-type: none"> • Publication of the Programs Securities Bar Date Notice was insufficient notice because Millenium was a “known creditor” • Claimant owned the securities before and after the Programs Securities Bar Date • Debtors will not be prejudiced if the Blocking Number requirement is excused but Millenium will be significantly prejudiced if it is not
Optique Pty Ltd ATF Optique Super Pension Fund	5712	120	18322	<ul style="list-style-type: none"> • Claimant owned the securities before and after the Programs Securities Bar Date • Optique made good faith efforts to file its claim • Optique did not understand that it needed to obtain a Blocking Number because it received an acknowledgement that its proof of claim was received by Epiq • The Blocking Number is for administrative convenience and failure to obtain one is a technicality • Debtors will not be prejudiced if the Blocking Number requirement is excused but Optique will be significantly prejudiced if it is not

Jose Ildefonso & Mariana Aldaco	2814	170	20763	<ul style="list-style-type: none">• Failure to obtain a Blocking Number was inadvertent• Claimant owned the securities before and after the Programs Securities Bar Date• Because claim was filed prior to entry of the Bar Date Order and was based on Form 10, which substantially conforms with the claim form attached to the Bar Date Order, Claimant was not required to obtain a Blocking Number• The “floodgates” argument favors Claimant because the interest of creditors holding valid claims should be protected over those “seeking a windfall”• The Debtors cannot avoid having to review the claims filed in these cases• The Court does not have authority to disallow claims for failure to obtain a Blocking Number
	2815		22640	

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
: IN RE: EPHEDRA PRODUCTS LIABILITY LITIGATION : 04 M.D. 1598 (JSR)
:
:
:
-----X

PERTAINS TO ALL CASES

CASE MANAGEMENT ORDER NO. 1

JED S. RAKOFF, U.S.D.J.

I. INTRODUCTION

Prior the creation of the above-captioned multi-district proceeding, there had already been transferred to this Court, pursuant to 28 U.S.C. § 157(b)(5), approximately 65 civil actions making ephedra-related personal injury and wrongful death claims against bankruptcy debtors TL Administration Corp. (f/k/a Twinlab Corporation) and TL Administration Inc. (f/k/a Twin Laboratories Inc.) (collectively, "TL"). These cases, which are before the Court for all purposes, including trial, are hereinafter referred to as the "Twinlabs cases." At an initial case management conference in these cases held on March 1, 2004, the Court directed the parties to submit an agreed upon Case Management Order that would have these cases trial-ready by April, 2005. Thereafter, on April 13, 2004, the Judicial Panel on Multidistrict Litigation transferred 14 ephedra products liability cases (the "MDL cases") to this Court, noting that some 200 more ephedra cases were likely to be transferred here under 28 U.S.C. § 1407 (the "Tag-along cases"). By Order dated April 19, 2004, the Court consolidated the Twinlabs and MDL cases for all pre-trial purposes under the above caption.

On April 21, 2004, the parties to the Twinlabs cases submitted a 31-page draft Case Management Order No.1, which reflected their agreement on most points and disagreements chiefly about pretrial procedure for experts and for claiming privileges. The draft also sought to take account of the MDL transfer and consolidation, subject, however, to modification after counsel in the MDL cases are heard from in a conference now scheduled for May 13, 2004. After review and consideration of the parties' draft, the Court hereby substantially (although not entirely) adopts the points agreed to by the parties, resolves the disagreements among them, and hereby propounds the following case management order:

II. GENERAL PROVISIONS

A. Scope

This Order applies to all pretrial proceedings in the Twinlabs cases (including any future cases against TL transferred pursuant to 28 U.S.C. § 157(b)(5), hereinafter the "Subsequent Cases"), the MDL cases, and the Tag-along cases.

B. Special Master

By Order dated March 4, 2004, the Court appointed James Niss, Esq., as Special Master to help coordinate and oversee pretrial proceedings in the Twinlabs Cases (including any Subsequent Cases). In this capacity, Mr. Niss functions in effect as an arm of the Court, and accordingly the Court will engage in such ex parte conversations with the Special Master as the Court finds useful. See transcript, 3/1/04 (all parties consenting to this procedure). By Order dated April 19, 2004, the Court extended the Special Master's duties to the MDL Cases (including any Tag-along Cases). While all his fees prior to that date will be paid, at least initially, as an administrative expense of the

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TL bankruptcy, the Court expects to allocate a portion of his fees subsequent to that date to the parties in the MDL cases, such reallocation to be resolved at the hearing on May 13, 2004.

The Court hereby refers all applications relating to discovery or extensions of time to the Special Master for initial rulings thereon. Such applications shall be submitted by e-mail to the Special Master with copies to all interested parties. Any affected party may ask the Court to review any such ruling of the Special Master by arranging a conference call with the Court and all interested parties as provided in Judge Rakoff's Individual Practices, provided that such conference call is initiated (or attempted to be initiated, see Judge Rakoff's Individual Practices, Rule 2) within two business days following the date of the Special Master's email ruling from which review is sought. Failure to convene (or attempt to convene) such a conference within said period of two business days constitutes a waiver of any and all objections to the applicable ruling of the Special Master. The Court's review of the Special Master's rulings will be de novo, but the Court expects that counsel will exercise professional restraint in deciding whether or not to seek review of the Special Master's rulings.

For non-substantive administrative matters, a party may contact the Special Master by e-mail without copying other parties. If the Special Master believes other parties to be interested in the communication, he shall send the parties potentially interested a copy of his answer together with a copy of the original communication.

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C. Plaintiffs' Coordinating Counsel

By Order dated March 4, 2004, the Court directed counsel for any plaintiff objecting to the designation of certain attorneys as coordinating counsel for plaintiffs, or seeking to be included in such group, to submit written position papers to the Court by no later than March 8, 2004. Having considered the written submissions (including an ex-parte submission made, with the permission of the Court, in which a prior objection to the designation of these attorneys was withdrawn), the Court designates the following counsel as Plaintiffs' Coordinating Counsel:

Anne Andrews, Esq.
Andrews & Thornton
820 N. Parton Street, Second Floor
Santa Ana, CA 92701
714-565-7555
aa@andrewsthornton.com

Edward F. Blizzard, Esq.
Blizzard, McCarthy & Nabers LLP
440 Louisiana Street, Suite 1710
Houston, TX 77002
713-844-3750
eblizzard@blizzardlaw.com

Paul Rheingold, Esq.
Rheingold, Valet, Rheingold
Shkolnik McCartney LLP
113 East 37th Street
New York, New York 10016
212-684-1880
prheingold@rheingoldlaw.com

Christopher A. Seeger, Esq.
Seeger Weiss LLP
One William Street
New York, New York 10004
212-584-0700
cseeger@seegerweiss.com

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Upon suggestion of the Plaintiffs' Coordinating Counsel, the Court designates Mr. Seeger as Plaintiffs' Liaison Counsel. Among the duties of the Plaintiffs' Liaison Counsel and the Defendants' Liaison counsel (see infra) will be to make themselves available for any telephone conferences convened by the Court and to communicate the substance of any such telephone conference to all other affected counsel on their respective sides of the case.

Any plaintiffs' counsel in the MDL cases desiring to become part of the group serving as Plaintiffs' Coordinating Counsel shall submit to the Court and serve upon all parties a written application for his/her appointment within seven days after entry of this Order or, for plaintiffs' counsel in any Tag-along cases, within seven days after receiving notice of the order of transfer of the Tag-along action to this Court. Any objections to the application shall be filed and served upon all parties within four days after service of the application.

Plaintiffs' Coordinating Counsel shall be generally responsible for coordinating the activities of plaintiffs during pretrial proceedings and shall

- (1) Determine (after consultation with other co-counsel as may be appropriate) and present (in briefs, oral argument, or such other fashion as may be appropriate, personally or by a designee) to the Court and opposing parties the position of the plaintiffs on all matters arising during pretrial proceedings;
- (2) Coordinate the initiation and conduct of discovery on behalf of plaintiffs consistent with the requirements of Fed. R. Civ. P. 26(b)(1) and (2), and (g), including the preparation of joint interrogatories and requests for production of documents and the examination of witnesses in depositions;
- (3) Conduct settlement negotiations on behalf of plaintiffs without entering binding agreements except to the extent expressly authorized, provided that nothing in this Order shall prohibit individual counsel from

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conducting separate settlement negotiations for those cases in which such counsel represents a particular plaintiff;

- (4) Delegate specific tasks to other counsel in a manner to ensure that pretrial preparation for the plaintiffs is conducted effectively, efficiently, and economically;
- (5) Enter into stipulations with opposing counsel necessary for the conduct of the litigation, except that any stipulation regarding an individual action must be agreed to by the plaintiff's counsel in that action;
- (6) Perform such other duties as may be incidental to proper coordination of plaintiffs' pretrial activities or authorized by further order of the Court;
- (7) Keep the Clerk's office informed by e-mail of any change in the name or address (including e-mail address) of the counsel of record for any plaintiff, and inform new plaintiffs' attorneys of their obligation to register for ECF as provided in ¶ 3 of the 4/19/04 Order;
- (8) Receive and, as appropriate, distribute to co-counsel communications from the Court or Special Master and documents from opposing and other counsel that are not filed or to be filed with the Court; and
- (9) Maintain and make available to co-counsel at reasonable hours a complete file of all documents served or produced by, upon or to each party except those documents that are available to all parties in the Court docket.

Counsel for plaintiffs who disagree with a position taken by Plaintiffs' Coordinating Counsel (or by those acting on behalf of Plaintiffs' Coordinating Counsel), or who have individual or divergent positions, may present written or oral arguments, conduct examinations of deponents, and otherwise act separately on behalf of their client(s) as appropriate, provided that in doing so their actions comport with the Federal Rules of Civil Procedure and orders of this Court, and that they do not repeat arguments, questions, or actions of Plaintiffs' Coordinating Counsel.

D. Defendants' Coordinating Counsel

The Court designates the following counsel as Defendants' Coordinating Counsel:

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Robert M. Hirsh, Esq.
Duane Morris, LLP
380 Lexington Avenue
New York, New York 10168
PH: (212) 692-1035
FAX: (212) 692-1020

Rex A. Littrell, Esq.
Ulmer & Berne LLP
88 East Broad Street, Suite 1600
Columbus, Ohio 43215
PH: (614) 229-0012
FAX: (614) 229-0013

Peter C. Neger, Esq.
Bingham McCutchen
399 Park Avenue
New York, New York 10022-4689
212-705-7226
peter.neger@bingham.com

Joseph P. Thomas, Esq.
Ulmer & Berne LLP
600 Vine Street, Suite 2800
Cincinnati, Ohio 45202
PH: (513) 698-5000
FAX: (513) 698-5001

The Court also designates Mr. Littrell as Defendants' Liaison Counsel, with the same duties as Plaintiffs' Liaison Counsel (see supra).

Any defendants' counsel in the MDL cases desiring to act as Defendants' Coordinating Counsel shall submit to the Court and serve upon all parties a written application for his/her appointment within seven days after entry of this Order or, for counsel in any Tag-along cases, within seven days after receiving notice of the order of transfer of the Tag-along action to this Court. Any objections to the application shall be filed and served upon all parties within four days after service of the application.

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Defendants' Coordinating Counsel shall be generally responsible for coordinating the activities of the Defendants during pretrial proceedings and shall:

- (1) Determine (after consultation with other co-counsel as may be appropriate) and present (in briefs, oral argument, or such other fashion as may be appropriate, personally or by a designee) to the Court and opposing parties the position of the defendants on all matters arising during pretrial proceedings;
- (2) Coordinate the initiation and conduct of discovery on behalf of the defendants consistent with the requirements of Fed. R. Civ. P. 26(b)(1) and (2), and (g), including the preparation of joint interrogatories and requests for production of documents and the examination of witnesses in depositions;
- (3) Conduct settlement negotiations on behalf of the defendants, without entering binding agreements except to the extent expressly authorized, provided that nothing in this Order shall prohibit individual counsel from conducting separate settlement negotiations for any case in which such counsel represents a particular defendant;
- (4) Delegate specific tasks to other counsel in a manner to ensure that pretrial preparation for the defendants is conducted effectively, efficiently, and economically;
- (5) Enter into stipulations with opposing counsel necessary for the conduct of the litigation, except that any stipulation regarding an individual action must be agreed to by each defendant's counsel in that action;
- (6) Perform such other duties as may be incidental to proper coordination of the defendants' pretrial activities or authorized by further order of the Court;
- (7) Keep the Clerk's office informed by e-mail of any change in the name or address (including e-mail address) of the counsel of record for any defendant, and inform new defendants' attorneys of their obligation to register for ECF as provided in ¶ 3 of the 4/19/04 Order;
- (8) Receive and, as appropriate, distribute to co-counsel communications from the Court or Special Master and documents from opposing and other counsel that are not to be filed with the Court; and
- (9) Maintain and make available to co-counsel at reasonable hours a complete file of all documents served or produced by, upon or to each party except those documents that are available to all parties in the Court docket.

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Counsel for defendants who disagree with a position taken by Defendants' Coordinating Counsel (or those acting on behalf of Defendants' Coordinating Counsel), or who have individual or divergent positions, may present written or oral arguments, conduct examinations of deponents, and otherwise act separately on behalf of their client(s) as appropriate, provided that in doing so their actions comport with the Federal Rules of Civil Procedure and orders of this Court, and that they do not repeat arguments, questions, or actions of Defendants' Coordinating Counsel.

E. Privileges Preserved

No communication made solely among plaintiffs' counsel or made solely among defendants' counsel shall be taken as a waiver of any privilege or protection to which a given plaintiff or a given defendant would otherwise be entitled.

III. STATUS CONFERENCES, ECF, COURT NOTICES

A. Status Conferences

The next status conference shall be held on May 13, 2004, at 3 p.m. in Courtroom 14-B, 500 Pearl Street, New York, NY. Thereafter, status conferences shall be held in the same courtroom at 4:30 p.m. on the first Thursday of every month except August. If any counsel of record does not attend the status conference, the Court will assume that attending counsel of the applicable Coordinating Committee is authorized to speak on such non-attending counsel's behalf for all purposes.

B. Electronic Case Filing (ECF)

As provided in the Order of April 19, 2004, all motions and other papers required to be filed with the Court shall be filed electronically on the Court's ECF system, and all counsel of record must register for ECF by following the instructions at

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<http://www.nysd.uscourts.gov/cmecf/cmecfattyreg.htm>. Counsel in Tag-along cases are directed to register immediately upon notice of the transfer.

All papers filed shall be filed under both the master docket number 04 M.D. 1598 and the docket number for each individual case to which they pertain.

C. Notice to Parties by the Court

Notice by the Court to Plaintiffs' Coordinating Counsel and Defendants' Coordinating Counsel of any matter, ruling, order, schedule, or court hearing relating to all actions shall operate as notice to all parties in these coordinated proceedings.

IV. MOTIONS, CASE CAPTIONS, SERVICE, COMMUNICATIONS WITH COURT

A. Motions

Notwithstanding the notice-of-motion procedure set forth in Rule 2(d) of Judge Rakoff's Individual Practices (which otherwise govern), motions -- other than any motion pursuant to Fed. R. Civ. P. 26-37. and any request for extension of time, both of which are governed by the Special Master provisions supra -- may be filed on the ECF system without seeking prior permission. Counsel shall arrange among themselves to deliver to the Court a complete set of courtesy copies on the day when the last paper is filed. Except as otherwise provided infra for "Daubert" and summary judgment motions, the motion briefing schedule set forth in Local Civil Rule 6.1(b) shall apply and oral argument on any motion shall be heard at the next monthly status conference that occurs at least seven days following the completion of briefing.

B. Case Captions

All papers filed with the Court shall have the following caption:

UNITED STATES DISTRICT COURT

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SOUTHERN DISTRICT OF NEW YORK

-----X
IN RE: EPHEDRA PRODUCTS LIABILITY LITIGATION : 04 M.D. 1598 (JSR)
:
:
-----X

If the papers pertain to the cases generally, the papers shall bear the notation "PERTAINS TO ALL CASES" directly below the caption box. If the papers pertain to some but not all of the cases, or have special applicability to particular cases, all papers must be filed electronically under both 04 M.D. 1598 (JSR) and the individual case number(s) to which they specially pertain. In such a case, in place of or in addition to the words "PERTAINS TO ALL CASES," the caption shall read: "[ALSO] PERTAINS TO ____ Civ. ____," giving the docket numbers of the individual case(s).

VI. **PARTIAL WITHDRAWAL OF THE REFERENCE OF EPHEDRA
PERSONAL INJURY CLAIMS IN THE BANKRUPTCY AND THE
FILING OF NEW LAWSUITS AGAINST TWINLABS**

A. The "TL Non-Plaintiff Claims" refers to ephedra-related personal-injury and wrongful-death claims timely filed in the Chapter 11 cases entitled *In re TL Administration Corporation, et al. (f/k/a Twinlab Corporation, et al.)*, Case No. 03-15564 (Bankr. S.D.N.Y.) (CB) (Jointly Administered) for which the claimant is not presently a plaintiff before this Court. The Court has previously withdrawn the underlying reference of the Chapter 11 proceedings to the extent necessary to avoid interference with the expeditious conduct and trial of the TL consolidated cases presently before this Court (the "TL Plaintiff Claims"). See Order, 3/4/04. Additionally, the Court now withdraws the underlying reference of the Chapter 11 proceedings with respect to the TL Non-Plaintiff Claims to the extent necessary to avoid any interference with the implementation

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of this Case Management Order or any proceedings arising therefrom. To this end, the Court hereby orders the transfer of the TL Non-Plaintiff Claims to this Court for the limited purpose of implementing the claim-determination procedures set forth infra.

B. Debtors' counsel shall serve, by first class mail, upon each TL Non-Plaintiff Claimant a written notice of said claimant's obligations and time deadlines thereunder (as described infra) within 7 days after approval by the Court of the Fact Sheet described in ¶ IX.A. below. The service of such notice shall be without prejudice to the rights of Debtors to object to any claim for any reason, including, without limitation, the untimely filing of a claim.

C. Any TL Non-Plaintiff Claimant intending to prosecute a transferred claim shall convert it into a civil action by filing a complaint to which is appended a verified Fact Sheet (as provided in Section IX infra) within 60 days from the mailing of the notice provided in ¶ B supra. Any TL Non-Plaintiff Claim which is not so converted within the prescribed or extended time shall be deemed waived and treated as expunged, invalid and/or disallowed. Claimants filing a complaint shall pay the filing fee for commencing a civil action. TL and the defendants bound by actions of the Defendants' Coordinating Counsel, by having joined in the request for mandatory conversion as provided in this paragraph, are deemed to have waived service of the summons that would otherwise be required by Rule 4 Fed. R. Civ. P.

D. Until otherwise directed by this Court, TL and other Defendants shall take no action to respond to a complaint for a converted case or otherwise defend the action, except as necessary to review the information provided to provide insurance carriers notice of and information regarding the action. A plaintiff in a converted case may ask

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the Special Master to classify it as a "pre-2002 case." Such application must be made by e-mail, with supporting attachments, sent on or before the date for filing the complaint. Upon such classification by the Special Master, the first sentence of this paragraph shall not apply to that case, and ¶ VII.B. below shall apply.

E. Plaintiffs' Coordinating Counsel shall present a tally and qualitative summary of the converted cases at the status conference to be held in July, 2004.

VII. TEMPORARY STAY OF CERTAIN PENDING ACTIONS

A. 2002-2004 Cases

A list of the Twinlabs cases which raise claims made in the TL insurance policy years 2002, 2003, and 2004 for occurrences in 2001, 2002, 2003, and 2004 and claims for which coverage has been denied (the "2002-2004 Cases") is attached hereto as Exhibit A. In accordance with the parties' request, the Court hereby temporarily stays discovery with respect to, and the obligation of TL and any co-defendants to defend, the 2002-2004 cases. Instead, they shall proceed as follows:

(1) Each plaintiff in the 2002-2004 Cases shall serve a Fact Sheet in accordance with Section IX of this Order within 45 days from the date on which the Fact Sheet Form is approved by the Court. However, this subparagraph does not apply to the converted cases described in Section VI, supra (the "Converted Cases"), wherein Fact Sheets must be served with the complaint pursuant to paragraph VI.C. supra.)

(2) TL and all other relevant defendants shall take no further action to defend the 2002-2004 Cases until after the July 2004 status conference, at which the parties shall advise the Court of the status of the 2002-2004 Cases and the parties' respective positions regarding a possible extension of this stay of defense.

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(3) All relevant parties, including the Official Committee of Ephedra Claimants and the General Creditors' Committee in the Chapter 11 proceedings, shall confer and negotiate in good faith, with the assistance of the Honorable Cornelius Blackshear, United States Bankruptcy Judge, Southern District of New York, to devise alternative claims disposition procedures for (i) the 2002-2004 Cases and (ii) such Converted Cases as the parties reasonably believe should be included in the 2002-2004 Cases. The parties shall report to Judge Blackshear regarding their efforts by no later than ten days after entry of this Order.

B. Pre-2002 Cases

All Pre-2002 Cases shall conduct discovery and other pretrial proceedings on the schedule set forth in this Case Management Order No. 1 and subsequent orders of the Court.

C. Subsequent Cases

Within 14 days of the filing date in this Court (the "Filing Date") of any Subsequent Case (as defined supra), transferred after entry of this Order, Plaintiffs' Coordinating Counsel and Defendants' Coordinating Counsel shall advise the Special Master by e-mail whether such action shall be included in the 2002-2004 Cases or the Pre-2002 Cases. If the Special Master determines that the transferred action should be included in the 2002-2004 Cases, the action shall be handled in accordance with Paragraph VII.A.

VIII. JOINDER OF PARTIES, AMENDMENT OF PLEADINGS, RULE 12 MOTIONS, ANSWERS, PENDING MOTIONS, AND MOTIONS REGARDING GENERAL EVIDENTIARY ISSUES

A. Joinder of Parties

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Joinder of parties in all actions must be accomplished within 30 days after the date of this Order (for pending cases), or after the Filing Date (for Subsequent Cases), or after notice of transfer (for Tag-along cases).

B. Amendment of Pleadings

Amended pleadings may be filed without leave of Court within 30 days after (1) the date of this Order (for pending cases), (2) the Filing Date (for Subsequent Cases), or (3) notice of transfer (for Tag-along cases). If the pleading adds or removes any party, there shall be appended thereto a list of the parties added and removed for each action affected. If the pleading adds a party that is not named in any of the consolidated cases, there shall be appended to the pleading a separate list of such newly named parties.

C. Rule 12 Motions

Motions under Fed. R. Civ. P. 12 may be filed within 30 days after (1) the date of this Order (for pending cases), (2) the Filing Date (for Subsequent Cases), or (3) notice of transfer (for Tag-along cases).

D. Answers

Each defendant who has been served a complaint but has not yet answered shall answer or move under Rule 12 within 30 days after (1) the date of this Order (for pending cases), (2) the Filing Date (for Subsequent Cases), or (3) notice of transfer (for Tag-along cases).

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E. Pending Motions

No later than May 13, 2004, i.e., the date of the next status conference, the parties in each individual case must advise the Court in writing of any pending motions filed in the transferor court that require decision by this Court. In the written submission, the parties must advise the Court if the pending motions require revised briefing under the Federal Rules of Civil Procedure, the Federal Rules of Evidence, or other applicable federal law.

IX. NON-EXPERT DISCOVERY PROVIDED BY PLAINTIFFS

A. On or before April 30, 2004, Plaintiffs' Coordinating Counsel and Defendants Coordinating Counsel shall present to the Court for approval a form Fact Sheet and Authorization for Release of Medical Records ("Fact Sheet") suitable for use in all ephedra cases. The Fact Sheet shall include a form medical authorization in compliance with the Health Insurance Portability and Accountability Act. The final form of the Fact Sheet shall be determined by the Court.

B. Except as set forth in subsection (4) below, each plaintiff shall provide verified answers to the Fact Sheet and an executed medical authorization within 45 days after approval of the Fact Sheet (for pending cases), or after the Filing Date (for Subsequent Cases), or after notice of transfer (for Tag-along cases).

C. Except as provided in Section VI for the Converted Cases and Section VII for the 2002-2004 Cases, each plaintiff shall produce the documents requested by the Fact Sheet within 60 days after approval of the Fact Sheet (for pending cases), or 30 days after the Filing Date (for Subsequent Cases), or 30 days after notice of transfer (for Tag-along cases).

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D. If a plaintiff has provided sworn answers to prior interrogatories responding to all information requested in the Fact Sheet, that plaintiff shall not be required to provide answers to the Fact Sheet. If a plaintiff has provided sworn responses to prior interrogatories responding to some, but not all information requested in the Fact Sheet, that plaintiff shall answer those portions of the Fact Sheet for which no prior interrogatory response has been provided.

E. A plaintiff's responses to the Fact Sheet shall conform to the standards applicable to interrogatory answers under Fed. R. Civ. P. 33 and production of documents responses under Fed. R. Civ. P. 34. Each plaintiff shall remain bound by the supplementation duties imposed by Fed.R.Civ.P. 26(e). The questions contained in the Fact Sheet shall not be limited by the restrictions of S.D.N.Y. Local Civil Rule 33.3(a).

X. NON-EXPERT DISCOVERY PROVIDED BY DEFENDANTS

A. On or before May 20, 2004, Plaintiffs' Coordinating Counsel and Defendants' Coordinating Counsel shall serve and file a proposed Master Set of Requests for Production of Documents and Interrogatories (the "Master Discovery") in a form suitable for all ephedra cases. (The limitations imposed by the S.D.N.Y. Local Rule 33.3(a) on the scope of initial interrogatories shall not here apply.) Plaintiffs' Coordinating Counsel and Defendants' Coordinating Counsel shall meet and confer regarding (a) the possibility of utilizing prior document production requests from the transferred actions to serve in whole or in part as document production requests in the Master Discovery, and (b) the possibility of utilizing prior document productions from the transferred actions to serve as responses to the document production requests in the Master Discovery. Parties to whom the proposed Master Discovery is propounded may

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serve and file objections within five business days after service of the proposed requests. After reviewing the proposal and any objections thereto, the Court shall order the final form of Master Discovery.

B. Defendants in the cases now before this Court shall produce documents responsive to the Master Discovery within 60 days after entry of the order approving the Master Discovery; defendants in Subsequent and Tag-along cases shall produce documents within 90 days after entry unless they apply for an extension of time to the Special Master within 30 days after the Filing Date or notice of transfer and such extension is granted for good cause shown. On the date for producing documents, the producing parties shall provide the information specified in Local Civil Rule 26.2 (the "privilege log") for each document withheld because of a claim of privilege. Objections to privileges are waived unless the objecting party requests a ruling by the Special Master within ten days after the information specified in Local Civil Rule 26.2 is provided in writing by the party claiming the privilege.

XL THIRD-PARTY DOCUMENT DISCOVERY

A. Plaintiffs' Medical Records

Prior to using any medical authorization furnished by a plaintiff as part of that plaintiff's Fact Sheet submission in order to obtain medical records or other documents with respect to a plaintiff, the person using such authorization shall provide to the plaintiff's counsel, or to the plaintiff if unrepresented, the names and addresses of the persons to whom the authorizations will be addressed. A plaintiff shall have 15 days to object to the use of such authorization. If such an objection is made, the authorization shall not be used to request medical records from such medical provider or third person

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until the objection is resolved by consent or ruling of the Special Master. Upon request of a plaintiff's counsel and/or a co-defendant's counsel, defendants' counsel shall provide copies of the records requested to plaintiff's counsel and/or co-defendant's counsel at a reasonable cost.

B. Third Party Document Production Requests

Subject to the limitations contained in the prior paragraph, any party may request production of documents by a third party through a subpoena duces tecum. The party initiating such discovery shall provide, at a reasonable cost, copies of all documents obtained to any counsel in that action who requests copies of the documents. No such subpoena may be served fewer than 60 days before the Fact Discovery Completion Date as provided below.

XII. NON-EXPERT DEPOSITIONS, REQUESTS TO ADMIT, EXPEDITED DISCOVERY, DISCOVERY COMPLETION DATE

A. Non-Expert Depositions

(1) All non-expert depositions must be completed by January 21, 2005, unless, in the case of Subsequent and Tag-along cases, the parties apply for an extension of time to the Special Master within 30 days after the Filing Date or notice of transfer and such extension is granted.

(2) No witness shall be deposed on the same subject more than once. If a party seeks to take a second deposition of a witness, it shall provide the opposing party its basis for an exception to the rule along with a list of the subject matters as to which interrogation is sought.

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B. Present and Former Employees of Defendants

(1) The defendants shall make available any of their present employees requested by plaintiffs for deposition, subject to the defendants' rights to object to the taking of any particular employee's deposition for good cause shown.

(2) Plaintiffs shall in good faith take only those depositions of defendants' present and former employees deemed reasonably necessary under the circumstances. Plaintiffs shall coordinate with each other to schedule only one deposition of the same present or former employee of a defendant.

(3) Defendants shall take reasonable steps to make available requested former employees, to the extent possible. If a defendant is unable, despite its best efforts, to produce a former employee, then the defendant shall provide upon request the former employee's last known address and shall cooperate in any effort to obtain this Court's or another court's assistance to compel the former employee's attendance at deposition. Plaintiffs shall not contact former employees of a defendant without permission of the defendant who employed the former employee.

(4) Absent consent of the parties or order of this Court, all depositions of former employees of TL shall be conducted in (a) New York City, (b) Long Island, New York, (c) Utah, or (d) the employee's state of residence, to be determined by the preference of the former employee. Absent consent of the parties or ruling by the Special Master, all depositions of former employees of other defendants shall be conducted in the state or country of the given defendant's principal place of business or the former employee's state of residence, to be determined by the preference of the former employee.

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C. Requests for Admission

Requests for Admission, if any, must be served no later than 30 days before the Fact Discovery Completion Date as provided below.

D. Expedited Discovery

Expedited discovery of a plaintiff and of the plaintiff's health care provider(s), including depositions of the same, may be granted, at the option of the Special Master, where all of the following conditions exist: (a) the plaintiff or a member of the plaintiff's family is terminally ill; (b) there is an urgent need to record and preserve the testimony because of the gravity of the illness; (c) the plaintiff has fully completed and served a Fact Sheet and provided and fully complied with the execution of medical authorizations as required by the Fact Sheet; and (d) defendants have had an opportunity to conduct reasonable informal discovery prior to the taking of the deposition. If necessary, the defendants in an action may conduct expedited discovery of a plaintiff, including the deposition of the plaintiff, before the plaintiff has completed and served a Fact Sheet if the other conditions set forth above are satisfied.

E. Fact Discovery Completion Date

All fact discovery is to be completed within 9 months from the date of this Order (the "Fact Discovery Completion Date") unless, in the case of Subsequent and Tag-along cases, the parties apply for an extension of time to the Special Master within 30 days after filing or notice of transfer, and such extension is granted. Interim deadlines for other items set forth in this Order may be extended by the parties in an individual action on consent, provided the parties are certain they can still meet the discovery completion date set forth in this paragraph, which shall not be extended except upon a showing of

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extraordinary circumstances. Expert discovery shall take place pursuant to the schedule set forth in Section XIV below.

XIII. CONFIDENTIALITY

The Court will enter a confidentiality order based on its standard Protective Order to protect confidential and competitively sensitive information. By e-mail application to the Special Master on or before April 30, 2004, the parties may request modifications in the Court's standard protective order, a copy of which will be made available to counsel by the Special Master.

XIV. EXPERT DISCOVERY AND "DAUBERT" PROCEEDINGS

A. In General

Every party-proponent of a claim (including any counterclaim, cross-claim, or third-party claim) that intends to offer expert testimony in support of such claim and every party-opponent that intends to offer expert testimony in opposition to such claim must make the disclosures required by Fed. R. Civ. P. 26(a)(2) in accordance with the requirements of this provision. No expert testimony (whether designated as "rebuttal" or otherwise) will be permitted by other experts or beyond the scope of the opinions covered by the aforesaid disclosures except upon prior express permission of the Court, application for which must be made no later than 10 days after the date for disclosure of expert witnesses by party-opponents as set forth infra. All experts may be deposed, but such depositions must occur within the time limit for depositions set forth infra.

B. Generic Expert Witnesses

(1) On or before June 18, 2004, Plaintiffs' Coordinating Counsel shall identify, in a document served on all parties, generic expert witnesses who are reasonably

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expected to testify for the plaintiffs on issues of general or widespread applicability ("Generic Experts"), including, but not limited to, experts who will testify on general causation. The plaintiffs may identify up to three Generic Experts with respect to each of the following categories of injuries: (a) ischemic stroke, (b) hemorrhagic stroke, (c) seizures, (d) cardiac injury, (e) psychotic injury, and (f) primary pulmonary hypertension. For each Generic Expert so identified, Plaintiffs' Coordinating Counsel, on behalf of all plaintiffs, shall serve upon all parties the disclosures required by Fed. R. Civ. P. 26(a)(2), except that such disclosures need not include such testimony, if any, that such Generic Expert is expected to offer relating only to liability or damages as to a particular plaintiff.

(2) Each plaintiff in a Subsequent or Tag-along case shall identify Generic Experts and provide all disclosures required by Fed. R. Civ. P. 26(a)(2) (with the exceptions contained in the preceding paragraph), on or before July 16, 2004, unless such plaintiff applies for an extension of time to the Special Master within 30 days after the Filing Date or notice of transfer and such extension is granted.

(3) Discovery depositions of all Generic Experts identified pursuant to paragraph (1) above shall be completed no later than September 10, 2004. Discovery depositions of all Generic Experts identified pursuant to paragraph (2) shall be completed no later than two months following the date for the designation of such experts.

(4) On or before August 18, 2004, Defendants' Coordinating Counsel shall identify, in a document served on all parties, Generic Experts who are reasonably expected to testify in response to the Generic Experts disclosed by the plaintiffs pursuant to paragraph (1) above. The defendants may identify up to three Generic Experts with respect to each of the categories of injuries set forth in paragraph (1) above. For each

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Generic Expert so identified, Defendants' Coordinating Counsel, on behalf of all defendants, shall serve upon all parties the disclosures required by Fed. R. Civ. P. 26(a)(2), except that such disclosures need not include such testimony, if any, that such Generic Expert is expected to offer relating only to liability or damages as to a particular plaintiff.

(5) Each defendant in a Subsequent or Tag-along case shall identify Generic Experts and provide all disclosures required by Federal Rule of Civil Procedure 26(a)(2) (with the exceptions contained in the preceding paragraph), on or before September 15, 2004, unless such defendant applies for an extension of time to the Special Master within 30 days after filing or notice of transfer and such extension is granted.

(6) Discovery depositions of all Generic Experts identified pursuant to paragraph (4) above shall be completed no later than November 5, 2004. Discovery depositions of all Generic Experts identified pursuant to paragraph (5) above shall be completed no later than two months following the designation of such experts.

(7) On or before December 10, 2004, every party wishing to challenge the admissibility of an identified Generic Expert's opinion in any case other than a Subsequent or Tag-along Case shall serve and file a motion to exclude such testimony (a "*Daubert* motion"). For Subsequent or Tag-along cases, every party wishing to challenge the admissibility of such Expert's opinion shall serve and file a *Daubert* motion no later than three months following the date for designation of such Expert. Answering papers shall be served within 14 days after service of the motion papers, and reply papers within 7 days after service of the answering papers.

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(8) The parties are instructed to avoid duplicative arguments in *Daubert* motions by coordinating arguments with Plaintiffs' Coordinating Counsel, Defendants' Coordinating Counsel, and each other.

(9) Oral argument on the motions to exclude Generic Expert testimony in any but Subsequent or Tag-along Cases shall be held at 9 a.m. on January 6, 2005. If an evidentiary hearing is required, the Court will so notify counsel that time and set a date for such hearing.

C. Case Specific Expert Witnesses

(1) On or before October 15, 2004, each plaintiff shall identify, in a document served on all parties, each Case Specific Expert witness who is expected to testify for that plaintiff and, except to the extent that such disclosures already have been made, shall make all expert disclosures required by Fed. R. Civ. P. 26(a)(2).

(2) On or before December 10, 2004, each defendant shall identify, in a document served on all parties, each Case Specific Expert who is expected to testify for that defendant and, except to the extent that such disclosures already have been made, shall make all expert disclosures required by Fed. R. Civ. P. 26(a)(2).

(3) Discovery depositions of plaintiffs' Case Specific Experts shall be completed by December 10, 2004. Discovery depositions of defendants' Case Specific Experts shall be completed by January 14, 2005.

(4) On or before January 28, 2005, every party wishing to challenge the admissibility of a Case Specific Expert's opinion shall serve and file a *Daubert* motion. Answering papers shall be served within 14 days after service of the motion papers, and reply papers within 14 days after service of the answering papers. Oral

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argument shall be held at 9 a.m. on March 3, 2005. If an evidentiary hearing is required, the Court will so notify counsel at that time and set a date for such hearing. The parties are instructed to avoid duplicative arguments in *Daubert* motions by coordinating arguments with Plaintiffs' Coordinating Counsel, Defendants' Coordinating Counsel, and each other.

XV. SUMMARY JUDGMENT MOTIONS

A. Motions for summary judgment may be filed no later than 14 days after the Court decides any relevant *Daubert* motions that were filed as provided above. Answering papers shall be served within 14 days after service of the motion papers, and reply papers within 7 days after service of the answering papers. Oral argument will be heard at the next status conference occurring at least ten business days after the last paper is due.

XVI. FINAL PRE-TRIAL CONFERENCE; REMAND; TRIAL

A. Pretrial Order; Final Pre-Trial Conferences

Counsel in the Twinlabs cases shall submit a joint pretrial consent order (in the form prescribed by Rule 4 of Judge Rakoff's Individual Rules) by May 2, 2005. The final pretrial conference will be held on May 5, 2005. Except where extensions of time have been granted as set forth above, the MDL and Tag-along cases will be remanded to their district of origin for trial.

B. Trial

Trial of the Twinlabs cases will commence on May 9, 2005, with a consolidated trial of all common issues.

C. Demand for Jury Trial

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Where any complaint in a Twinlabs case transferred to this Court does not contain a demand for jury trial, the plaintiff may serve and file a jury demand within 30 days after entry of this order or, for Subsequent Cases, after the Filing Date.

XVII. EFFECT ON BANKRUPTCY PROCEEDINGS

Nothing contained herein shall prohibit, hinder, impair or in any way affect the rights of TL, the Official Committee of Unsecured Creditors, and the Official Committee of Ephedra Claimants appointed in the Chapter 11 cases of TL, *In re TL Administration Corporation, et al. (f/k/a Twinlab Corporation, et al.)*, Case No. 03-15564 (Bankr. S.D.N.Y.) (CB) (Jointly Administered) (the "Chapter 11 Cases"), filed in the United States Bankruptcy Court for the Southern District of New York, to, *inter alia*, participate in or propose a plan of liquidation or reorganization in the Chapter 11 Cases and/or any pending actions in the Court relating to and encompassed by *In re: Twinlabs Personal Injury Cases*, 21 M.C. 99 (S.D.N.Y.) (JSR) (the "District Court Actions"), and/or which allocates, assigns, marshals, or otherwise treats any insurance coverages which may be applicable to any such claims in the Chapter 11 Cases or causes of action in the District Court Actions.

SO ORDERED.


JED S. RAKOFF
U.S.D.J.

Dated: New York, N.Y.
April 26, 2004

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EXHIBIT A

1. *Alcantar v. Twin Laboratories Inc., et al.*, Case No. 03CV09169
2. *Alexander v. Twin Laboratories Inc., et al.*, Case No. 04CV00095
3. *Ashment v. Twinlab Corp., et al.*, Case No. 04CV00538
4. *Baines v. Twin Laboratories Inc., et al.*, Case No. 04CV00094
5. *Bonner, et al. v. O'Leary Health Food Distributor Co., Inc., et al.*, Case No. 03CV09275
6. *Carrero, et al. v. Twin Laboratories Inc., et al.*, Case No. 04CV01276
7. *Filardi, et al. v. Twin Laboratories Inc., et al.*, Case No. 04CV00093
8. *Forbes, et al. v. Twin Laboratories Inc., et al.*, Case No. 03CV09272
9. *Fulton v. Twin Laboratories Inc., et al.*, Case No. 03CV09271
10. *Ganir v. FM, Inc., et al.*, Case No. 04CV01961
11. *Garvin v. Twin Laboratories Inc., et al.*, Case No. 04CV02379
12. *Garza v. Twin Laboratories Inc., et al.*, Case No. N/A
13. *Greve, et al. v. Twin Laboratories Inc., et al.*, Case No. 03CV9278
14. *Hawkinson v. Twin Laboratories Inc., et al.*, Case No. 04CV00539
15. *Houghton, et al. v. Twin Laboratories Inc., et al.*, Case No. 03CV09290
16. *Joyner-Wiggins v. Twin Laboratories Inc., et al.*, Case No. 03CV09285
17. *Korizis, et al. v. Twin Laboratories Inc., et al.*, Case No. 03CV09284
18. *McMillan, et al. v. Twin Laboratories Inc., et al.*, Case No. 03CV09267
19. *Millan v. Twin Laboratories Inc., et al.*, Case No. 04CV01988
20. *Parks v. Twin Laboratories Inc., et al.*, Case No. 04CV01037
21. *Parsley, et al. v. Metabolife International, Inc., et al.*, Case No. 03CV09266
22. *Petrovich, et al. v. Twin Laboratories Inc., et al.*, Case No. 04CV02498
23. *Rawert, et al. v. Twin Laboratories Inc., et al.*, Case No. 03CV09265

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24. *Rodriguez, Ronnie v. Twin Laboratories Inc., et al.*, Case No. 03CV09283
25. *Smith, Jahn v. Twin Laboratories Inc., et al.*, Case No. 04CV01039
26. *Welch, et al. v. Twin Laboratories Inc., et al.*, Case No. 04CV00091
27. *White, et al. v. Rexall Sundown, Inc., et al.*, Case No. 03CV09281

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re

TL ADMINISTRATION CORPORATION,
et al. (f/k/a TWINLAB CORPORATION, et al.),

Debtors.
-----X

:
:
Chapter 11 Case No.
:
03-15564 (CB)
:
(Jointly Administered)
:

**ORDER IDENTIFYING CLAIMS EXPUNGED PURSUANT
TO THE APRIL 26, 2004 CASE MANAGEMENT ORDER #1
OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF NEW YORK IN THE LITIGATION ENCAPTIONED
IN RE EPHEDRA PRODUCTS LIABILITY LITIGATION AND AUTHORIZING
THE DEBTORS' CLAIMS AGENT TO EXPUNGE RELATED CLAIMS**

Upon consideration of Case Management Order No. 1 ("CMO No. 1") dated April 26, 2004, as it pertains to all cases in the multi-district proceeding before the United States District Court for the Southern District of New York (the "District Court") in the above-captioned case, as CMO No. 1 relates to the proofs of claim attached hereto as Exhibit A (the "Expunged Claims"); and CMO No. 1 having provided that any holders of ephedra-related personal injury and wrongful-death claims timely filed in the Debtors' chapter 11 cases that were not then plaintiffs before the District Court and that intended to prosecute a claim shall convert it into a civil action by filing a complaint and a verified Fact Sheet (as provided in CMO No. 1) within sixty (60) days of the mailing of a written notice of said claimant's obligations and time deadlines; and CMO No. 1 having provided that any such claim which is not so converted within the prescribed time shall be deemed waived and treated as expunged, invalid and/or disallowed; and the prescribed period having expired on July 19, 2004; and it appearing that the Personal Injury Claims were not properly converted on or before July 19, 2004; and good and sufficient notice of this order having been provided to (i) the Office of the United States Trustee for the

Southern District of New York, (ii) the attorneys for the General Unsecured Creditors Committee, (iii) the attorneys for the Committee of Ephedra Claimants, (iv) the holders of the Expunged Claims listed on Exhibit A attached hereto, and (v) those parties entitled to notice pursuant to this Court's order dated September 12, 2003 establishing certain notice procedures in these chapter 11 cases, and it appearing that no other or further notice need be provided; and it appearing that the; and the Court having jurisdiction to disallow and expunge the Personal Injury Claims pursuant to sections 157 and 1334 of title 28 of the United States Code; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that Expunged Claims identified on Exhibit A attached hereto are expunged and disallowed in their entirety.

Dated: November 3, 2004

/s/Cornelius Blackshear
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
ALLOR, CHRISTINA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	26
ALLOR, CHRISTINA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	482
ANA MEJIA REP. HERLINDA GUITIERREZ KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	300
AYERS, ALAN 2220 S. 133RD AVENUE TULSA, OK 74134	536
AYERS, ALAN 2220 S. 133RD AVENUE TULSA, OK 74134	631
AYERS, ALAN 2220 S. 133RD AVENUE TULSA, OK 74134	632
AYERS, ALAN 2220 S. 133RD AVENUE TULSA, OK 74134	633
BAKER, MARY SHANNON KENNETH B. MOLL & ASSOCIATES, LTD. THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	277
BEATTY, MARY E. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	279
BERTHA J. MCINTOSH REP. WILLIAM MCINTOSH KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	298
BOGGESE, KEITH 5123 WINDERMERE ST. HOUSTON, TX 77033	539
BOGGESE, KEITH 5123 WINDERMERE ST. HOUSTON, TX 77033	625

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
BOGGESS, KEITH 5123 WINDERMERE ST. HOUSTON, TX 77033	626
BOGGESS, KEITH 5123 WINDERMERE ST. HOUSTON, TX 77033	627
BORRELL, JEANNINE 629 PICADILLY DR. HAGERSTOWN, MD 21740	538
BORRELL, JEANNINE 629 PICADILLY DR. HAGERSTOWN, MD 21740	679
BORRELL, JEANNINE 629 PICADILLY DR. HAGERSTOWN, MD 21740	680
BORRELL, JEANNINE 629 PICADILLY DR. HAGERSTOWN, MD 21740	681
BRADLEY, ROY P.O. BOX 874 LEAKESVILLE, MS 39451	533
BRADLEY, ROY P.O. BOX 874 LEAKESVILLE, MS 39451	594
BRADLEY, ROY P.O. BOX 874 LEAKESVILLE, MS 39451	595
BRADLEY, ROY P.O. BOX 874 LEAKESVILLE, MS 39451	596
BRIDGES, WALTER ALLEN KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	282
BROWNE, DAUNA B. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	283
BURKHARDT, PEGGY ANN KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	284

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
BURT, GILBERT KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	286
CANNON, WANDA G. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	287
CARDAMONE, NICHOLAS 129 CAMPBELL RD MOCKSVILLE, NC 27028	628
CARDAMONE, NICHOLAS 129 CAMPBELL RD MOCKSVILLE, NC 27028	629
CARDAMONE, NICHOLAS 129 CAMPBELL RD MOCKSVILLE, NC 27028	630
CARDAMONE, NICHOLAS 129 CAMPBELL RD MOCKSVILLE, NC 27028	547
CHANDA, ALKA AND HAYDEN, MARCIA D. AND HAYDEN, JAMES H ET AL (SETTLEMENT CLASS) MARK A. GRIFFIN - KELLER ROHRBACK, LLP 1201 THIRD AVENUE #3200 SEATTLE, WA 98101	57
CLARK, SALLY ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	27
CLARK, SALLY ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	473
CONNOLLY, KARIN ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	25
CONNOLLY, KARIN ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	483

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
DARRELL BURNS REPRESENTING EDITH BURNS KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	285
DAWSON, REBECCA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	24
DAWSON, REBECCA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	474
DERRELL, MCKENZIE KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	299
EHLING, DEBORAH S. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	289
EVERETT, MELLISSA A. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	290
FONTENOT, JUSTIN PAUL C. COOK WATERS & KRAUS, LLP 200 OCEANGATE, SUITE 520 LONG BEACH, CA 90802	31
FOSTER, MICHAEL 3186 IDLEWILD ROAD SUAMICO, WI 54173	534
FOSTER, MICHAEL 3186 IDLEWILD ROAD SUAMICO, WI 54173	591
FOSTER, MICHAEL 3186 IDLEWILD ROAD SUAMICO, WI 54173	592
FOSTER, MICHAEL 3186 IDLEWILD ROAD SUAMICO, WI 54173	593

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
FRANCHVILLE, ROBERT SCOTT K. JOHNSON SCHIFFRIN & BARROWAY, LLP THREE BALA PLAZA EAST, SUITE 400 BALA CYNWYD, PA 19004	268
FREEMAN, CHARLES 5239 SW TREECE RD BAXTER SPRINGS, KS 66713	549
FREEMAN, CHARLES 5239 SW TREECE RD BAXTER SPRINGS, KS 66713	609
FREEMAN, CHARLES 5239 SW TREECE RD BAXTER SPRINGS, KS 66713	623
FREEMAN, CHARLES 5239 SW TREECE RD BAXTER SPRINGS, KS 66713	624
GARCIA, FAVIOLA 532 SHIPMAN AVENUE LA PUENTE, CA 91744	691
GARCIA, FAVIOLA 532 SHIPMAN AVENUE LA PUENTE, CA 91744	692
GARCIA, FAVIOLA 532 SHIPMAN AVENUE LA PUENTE, CA 91744	693
GARDIA, FAVIOLA 532 SHIPMAN AVENUE LA PUENTE, CA 91744	535
GARDNER, MIDDLEBROOKS, GIBBONS ET AL. C/O SAMUEL M. HILL; S.C. MIDDLEBROOKS RE: BRYSON V. TWINLAB CORPORATION SUITE 400, MCADORY BLDG 2013 1ST AVE N BIRMINGHAM, AL 35203	174
GOMES, KATHLEEN MARIE KENNETH B. MOLL & ASSOCIATES, LTD. THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	450
GOMEZ, OMAR 71 NORTH LOCUST AVENUE MARLTON, NJ 08053	550
GOMEZ, OMAR 71 NORTH LOCUST AVENUE MARLTON, NJ 08053	712

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
GOMEZ, OMAR 71 NORTH LOCUST AVENUE MARLTON, NJ 08053	713
GOMEZ, OMAR 71 NORTH LOCUST AVENUE MARLTON, NJ 08053	714
GREEN, ROBERT 820 SOUTH CATON AVENUE, APT. E. BALTIMORE, MD 21229	551
GREEN, ROBERT 820 SOUTH CATON AVENUE, APT. E. BALTIMORE, MD 21229	655
GREEN, ROBERT 820 SOUTH CATON AVENUE, APT. E. BALTIMORE, MD 21229	656
GREEN, ROBERT 820 SOUTH CATON AVENUE, APT. E. BALTIMORE, MD 21229	657
HART, SAMUEL L. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	295
HEITMAN, STEPHANIE ROSILAND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD EAST ALTON, IL 62024	486
HILE, LIBBY 10 AUDREY LANE JONESBOROUGH, TN 37659	516
HILE, LIBBY 10 AUDREY LANE JONESBOROUGH, TN 37659	673
HILE, LIBBY 10 AUDREY LANE JONESBOROUGH, TN 37659	674
HILE, LIBBY 10 AUDREY LANE JONESBOROUGH, TN 37659	675
HURST, HUBERT 1587 HENDERSON RD MACON, GA 31217	524

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
HURST, HUBERT 1587 HENDERSON RD MACON, GA 31217	676
HURST, HUBERT 1587 HENDERSON RD MACON, GA 31217	677
HURST, HUBERT 1587 HENDERSON RD MACON, GA 31217	678
IVORY, DEREK ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD EAST ALTON, IL 62024	487
JEFFRIES, DARRON 12102 JUTLAND DR. HOUSTON, TX 77048	518
JEFFRIES, DARRON 12102 JUTLAND DR. HOUSTON, TX 77048	670
JEFFRIES, DARRON 12102 JUTLAND DR. HOUSTON, TX 77048	671
JEFFRIES, DARRON 12102 JUTLAND DR. HOUSTON, TX 77048	672
JOANNE K EDWARDS REP. MICHAEL W. EDWARDS KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	288
JOCHIMS, CHRISTOPHER ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD EAST ALTON, IL 62024	488
JONES, ANDRE C/O ANDREWS & THORNTON 820 N PARTON AVE, 2ND FL SANTA ANA, CA 92701	341
JONES, ANDRE C/O ANDREWS & THORNTON 820 N PARTON AVE, 2ND FL SANTA ANA, CA 92701	342

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
JONES, BEATA 630 IRISH AMERICAN ROAD LOVELOCK, NV 84919	528
JONES, BEATA 630 IRISH AMERICAN ROAD LOVELOCK, NV 84919	606
JONES, BEATA 630 IRISH AMERICAN ROAD LOVELOCK, NV 84919	607
JONES, BEATA 630 IRISH AMERICAN ROAD LOVELOCK, NV 84919	608
KAVA KAVA LITIGATION C/O MILBERG WEISS BERSHAD ET AL. C/O BONNY E SWEENEY/CHRISTOPHER M. BURKE 401 B STREET SUITE 1700 SAN DIEGO, CA 92101	315
KESLING, JOSHUA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	22
KESLING, JOSHUA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	472
KINDELL, RAMON ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	21
KINDELL, RAMON ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	476
KOCOT, FORD 137 GERMAIN STREET BUFFALO, NY 14207	513
KOCOT, FORD 137 GERMAIN STREET BUFFALO, NY 14207	588

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
KOCOT, FORD 137 GERMAIN STREET BUFFALO, NY 14207	589
KOCOT, FORD 137 GERMAIN STREET BUFFALO, NY 14207	590
KOLAR, CHRIS 7458 JOHNNYCAKE RIDGE RD MENTOR, OH 44060	512
KOLAR, CHRIS 7458 JOHNNYCAKE RIDGE RD MENTOR, OH 44060	682
KOLAR, CHRIS 7458 JOHNNYCAKE RIDGE RD MENTOR, OH 44060	683
KOLAR, CHRIS 7458 JOHNNYCAKE RIDGE RD MENTOR, OH 44060	684
KYLE L. GREEN REP. ANNA MAE DOSECK KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	291
KYUKENDALL, TAMARA R. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	292
LANGE & KONCIUS, LLP C/O JOSEPH J.M. LANGE/C/O JEFFREY A. KONCIUS 1880 CENTURY PARK EAST, SUITE 900 LOS ANGELES, CA 90067	554
LOIS M. MCGINN REP. DARRYL PAUL MANJIN KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	297
LOMAX, BRYAN ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	20
LOMAX, BRYAN ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	471

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
LOWDERMILK, BRIEN C/O ANDREWS & THORNTON 820 N. PARTON AVENUE, 2ND FL SANTA ANA, CA 92701	389
LOWDERMILK, BRIEN C/O ANDREWS & THORNTON 820 N. PARTON AVENUE, 2ND FL SANTA ANA, CA 92701	390
MACGARVIE, SANDRA 257 PRINCIPAL EEL RIVER CROS, NB, CANADA E8E1S4	514
MACGARVIE, SANDRA 257 PRINCIPAL EEL RIVER CROS, NB, CANADA E8E1S4	688
MACGARVIE, SANDRA 257 PRINCIPAL EEL RIVER CROS, NB, CANADA E8E1S4	689
MACGARVIE, SANDRA 257 PRINCIPAL EEL RIVER CROS, NB, CANADA E8E1S4	690
MAHUGH, BRAD 8048 NE BOTHELL WAY KENMORE, WA 98028	515
MAHUGH, BRAD 8048 NE BOTHELL WAY KENMORE, WA 98028	652
MAHUGH, BRAD 8048 NE BOTHELL WAY KENMORE, WA 98028	653
MAHUGH, BRAD 8048 NE BOTHELL WAY KENMORE, WA 98028	654
MARGARET ROSADA REP. ISMAEL MARRERO KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	307
MARTIN, SANDRA KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	296

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
MATRESSMAN, JESTORN 28806 E. MORELAND SCHOOL RD BLUE SPRINGS, MO 64014	532
MATRESSMAN, JESTORN 28806 E. MORELAND SCHOOL RD BLUE SPRINGS, MO 64014	603
MATRESSMAN, JESTORN 28806 E. MORELAND SCHOOL RD BLUE SPRINGS, MO 64014	604
MATRESSMAN, JESTORN 28806 E. MORELAND SCHOOL RD BLUE SPRINGS, MO 64014	605
MELTON, COREY 7611 HAWTHORNE PLACE ST. LOUIS, MO 63121	414
MELTON, COREY C/O ANDREW & THORNTON 820 N PARTON AVE, 2ND SANTA ANA, CA 92701	415
MICHAEL G. MUNDY, AS REPRESENTATIVE OF STEPHANI L. MUNDY KENNETH B. MOLL & ASSOCIATES, LTD. THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	755
MODY, DIANE E. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	301
MONROE, LEONARD ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	19
MONROE, LEONARD ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	470
MOORE, MALCOLM 1510 S. 4TH STREET MUSKOGEE, OK 74401	517
MOORE, MALCOLM 1510 S. 4TH STREET MUSKOGEE, OK 74401	700

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
MOORE, MALCOLM 1510 S. 4TH STREET MUSKOGEE, OK 74401	701
MOORE, MALCOLM 1510 S. 4TH STREET MUSKOGEE, OK 74401	702
MURPHY, MELISSA 1600 WEST 143RD STREET, APT. 221 BURNSVILLE, MN 55306	519
MURPHY, MELISSA 1600 WEST 143RD STREET, APT. 221 BURNSVILLE, MN 55306	706
MURPHY, MELISSA 1600 WEST 143RD STREET, APT. 221 BURNSVILLE, MN 55306	707
MURPHY, MELISSA 1600 WEST 143RD STREET, APT. 221 BURNSVILLE, MN 55306	708
NEAL, DIANE 7508 CLAASON AVENUE CLEVELAND, OH 44105	520
NEAL, DIANE 7508 CLASSON AVENUE CLEVELAND, OH 44105	697
NEAL, DIANE 7508 CLASSON AVENUE CLEVELAND, OH 44105	698
NEAL, DIANE 7508 CLASSON AVENUE CLEVELAND, OH 44105	699
NIDA MOSS REPRESENTING RICHARD MOSS KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	302
NISSENBAUM, MICHAEL 2727 N. UNIVERSITY DRIVE, APT. 202 WAUKESHA, WI 53188	521
NISSENBAUM, MICHAEL 2727 N. UNIVERSITY DRIVE, APT. 202 WAUKESHA, WI 53188	694
NISSENBAUM, MICHAEL 2727 N. UNIVERSITY DRIVE, APT. 202 WAUKESHA, WI 53188	695

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
NISSENBAUM, MICHAEL 2727 N. UNIVERSITY DRIVE, APT. 202 WAUKESHA, WI 53188	696
NIX, RON E. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	303
PAHL, ARTHUR KENNETH B. MOLL & ASSOCIATES, LTD. THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	786
PHILLIPS, ANNA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD EAST ALTON, IL 62024	489
PHIPPS, TERRY 1215 WATERS EDGE EATON PARK, FL 33840	715
PHIPPS, TERRY 1215 WATERS EDGE EATON PARK, FL 33840	716
PHIPPS, TERRY 1215 WATERS EDGE EATON PARK, FL 33840	717
PHIPPS, TERRY 1215 WATERS EDGE LAKELAND, FL 33840	527
PIERSOL, CHRIS ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	18
PIERSOL, CHRIS ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	469
PIPKIN-VIEGAS, SUZANNE R. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	306
PRATT, NINA 4238 E. COOK AVENUE SAINT LOUIS, MO 63113	525

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
PRATT, NINA 4238 E. COOK AVENUE SAINT LOUIS, MO 63113	703
PRATT, NINA 4238 E. COOK AVENUE SAINT LOUIS, MO 63113	704
PRATT, NINA 4238 E. COOK AVENUE SAINT LOUIS, MO 63113	705
QUINN, AUDREY B. KENNETH B. MOLL & ASSOCIATES, LTD. THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	785
RHEINGOLD VALET RHEINGOLD SHKOLNIK & MCCARTNEY LLP, C/O DAVID B. RHEINGOLD RE: CAPATI V. TWIN LABORATORIES INC. 113 EAST 37TH STREET NEW YORK, NY 10016	168
RHEINGOLD VALET RHEINGOLD SHKOLNIK C/O DAVID B. RHEINGOLD, ESQ. DAVID SCOTT JONES 113 EAST 37TH STREET NEW YORK, NY 10016	166
ROBINSON, LEON ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD EAST ALTON, IL 62024	490
RODGERS, NANETTE SCOTT K. JOHNSON SCHIFFRIN & BARROWAY, LLP THREE BALA PLAZA EAST, SUITE 400 BALA CYNWYD, PA 19004	568
RODRIGUEZ, LINDA R. 23000 EDMONDS WAY, #301 EDMONDS, WA 98020	553
RUSSELL, TYLER ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	17
RUSSELL, TYLER ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	485

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
SALSBURY, HAMILTON 4637 E. 10TH ST. TUCSON, AZ 85711	526
SALSBURY, HAMILTON 4637 E. 10TH ST. TUCSON, AZ 85711	718
SALSBURY, HAMILTON 4637 E. 10TH ST. TUCSON, AZ 85711	719
SALSBURY, HAMILTON 4637 E. 10TH ST. TUCSON, AZ 85711	720
SHARFENAKER, SANDRA 805 LONDON GROVE PORT ROAD LOCKBOURNE, OH 43137	542
SHARFENAKER, SANDRA 805 LONDON GROVE PORT ROAD LOCKBOURNE, OH 43137	709
SHARFENAKER, SANDRA 805 LONDON GROVE PORT ROAD LOCKBOURNE, OH 43137	710
SHARFENAKER, SANDRA 805 LONDON GROVE PORT ROAD LOCKBOURNE, OH 43137	711
SIMMONS, FREDERICK 429 GOVERNOR HEYWARD EASTOVER, SC 29044	531
SIMMONS, FREDERICK 429 GOVERNOR HEYWARD EASTOVER, SC 29044	634
SIMMONS, FREDERICK 429 GOVERNOR HEYWARD EASTOVER, SC 29044	635
SIMMONS, FREDERICK 429 GOVERNOR HEYWARD EASTOVER, SC 29044	636
SIMPSON, LUANN ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	16

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
SIMPSON, LUANN ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	478
SMITH, PAMELA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD EAST ALTON, IL 62024	491
SMITH, TERRY ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	15
SMITH, TERRY ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	475
SNYDER, DONALD ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	14
SNYDER, DONALD ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	477
SOLES, MICHAEL ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	13
SOLES, MICHAEL ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, EAST ALTON, IL 62024	468
STEWART, CLIFFORD ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD EAST ALTON, IL 62024	492

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
THE SHARP FIRM C/O LANCE D. SHARP, ESQ THE SHARP FIRM 3307 NORTHLAND DR STE 470 AUSTIN, TX 787314943	401
THE SHARP FIRM 2307 NORTHLAND DR STE 470 AUSTIN, TX 787314943	402
THIBODEAU, WILLIAM 1129 MAIN STREET WALTHAM, MA 02451	540
THIBODEAU, WILLIAM 1129 MAIN STREET WALTHAM, MA 02451	661
THIBODEAU, WILLIAM 1129 MAIN STREET WALTHAM, MA 02451	662
THIBODEAU, WILLIAM 1129 MAIN STREET WALTHAM, MA 02451	663
TINA E. LETT REP. TERRI M. LETT KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	293
TRASK, CHAD 325 REVERE DRIVE LAS VEGAS, NV 89107	546
TRASK, CHAD 325 REVERE DRIVE LAS VEGAS, NV 89107	658
TRASK, CHAD 325 REVERE DRIVE LAS VEGAS, NV 89107	659
TRASK, CHAD 325 REVERE DRIVE LAS VEGAS, NV 89107	660
TRUE, CHELSEA 3366 LINDA MESA WAY NAPA, CA 94558	545
TRUE, CHELSEA 3366 LINDA MESA WAY NAPA, CA 94558	667

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
TRUE, CHELSEA 3366 LINDA MESA WAY NAPA, CA 94558	668
TRUE, CHELSEA 3366 LINDA MESA WAY NAPA, CA 94558	669
UNTIED, RAMONA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	11
UNTIED, RAMONA ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	479
WARDEN, BRENDA 253 JEAN MARIE STREET RESERVE, LA 70084	543
WARDEN, BRENDA 253 JEAN MARIE STREET RESERVE, LA 70084	664
WARDEN, BRENDA 253 JEAN MARIE STREET RESERVE, LA 70084	665
WARDEN, BRENDA 253 JEAN MARIE STREET RESERVE, LA 70084	666
WATSON, PETRISE A. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	309
WEBER STUMPO, BONNIE J. KENNETH B. MOLL & ASSOCIATES, LTD. THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	783
WELCH, CORA 5300 ENLOW ROAD ATHENS, OH 45701	537
WELCH, CORA 5300 ENLOW ROAD ATHENS, OH 45701	643

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
WELCH, CORA 5300 ENLOW ROAD ATHENS, OH 45701	644
WELCH, CORA 5300 ENLOW ROAD ATHENS, OH 45701	645
WHITE, JAMES 631 CHIPLEY WAY CHARLOTTE, NC 28205	544
WHITE, JAMES 631 CHIPLEY WAY CHARLOTTE, NC 28205	646
WHITE, JAMES 631 CHIPLEY WAY CHARLOTTE, NC 28205	647
WHITE, JAMES 631 CHIPLEY WAY CHARLOTTE, NC 28205	648
WHITEHURST, CHARLES RICHARD KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	311
WIDDIFIELD, GREGORY D. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	312
WINTERS, VALERIE PO BOX 10952 TERRA BELLA, CA	541
WINTERS, VALERIE PO BOX 10952 TERRA BELLA, CA	640
WINTERS, VALERIE PO BOX 10952 TERRA BELLA, CA	641
WINTERS, VALERIE PO BOX 10952 TERRA BELLA, CA	642
WOODY, JENIFER L. KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	313

CLAIMANT NAME AND ADDRESS	CLAIM NUMBER
ZACK BIGGS REPRESENTING TERRY BIGGS KENNETH B. MOLL & ASSOCIATES, LTD THREE FIRST NATIONAL PLAZA, 50TH FLOOR CHICAGO, IL 60602	280
ZINEVICH, MATTHEW ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	10
ZINEVICH, MATTHEW ROSALIND M. ROBERTSON THE SIMMONS FIRM 707 BERKSHIRE BLVD, PO BOX 521 EAST ALTON, IL 62024	481

EXHIBIT D

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK Enron Corp. et al., Case Number: 01-16034 (AIG)			EMPLOYEE PROOF OF CLAIM																															
Debtor Name and Case Number as Scheduled: _____			NOTICE OF SCHEDULED CLAIM: Your claim is scheduled by the Debtor as: IF YOU AGREE WITH THE AMOUNT SCHEDULED BY THE DEBTOR AND HAVE NO OTHER CLAIMS AGAINST THE DEBTOR, YOU DO NOT NEED TO FILE THIS PROOF OF CLAIM, EXCEPT AS FOLLOWS: If the amount shown above is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed.																															
Indicate Debtor Name and Case Number, if other than above (see Exhibit A to the Bar Date Notice for a complete list of debtors, case numbers, and petition dates): _____																																		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.																																		
Employee Name and Address: _____ _____ _____		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address information provided is incorrect or incomplete. Please provide correct information by striking through the preprinted address and writing the correct information.		IF YOU AGREE WITH THE AMOUNT SCHEDULED BY THE DEBTOR AND HAVE NO OTHER CLAIMS AGAINST THE DEBTOR, YOU DO NOT NEED TO FILE THIS PROOF OF CLAIM, EXCEPT AS FOLLOWS: If the amount shown above is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed.																														
Beneficiary Name and Address, if applicable: _____ _____ _____		Check here <input type="checkbox"/> supplements if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____																																
Telephone Number of Employee/Beneficiary: _____		Name of Enron company where most recently employed: _____																																
Social Security Number of Employee: _____		Date(s) of employment: _____																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">1. Basis for Claim</th> <th style="width: 15%;">Total Claim</th> <th style="width: 15%;">Amount Entitled to Priority*</th> <th style="width: 20%;">Total Claim</th> <th style="width: 15%;">Amount Entitled to Priority*</th> </tr> </thead> <tbody> <tr> <td>A. <input type="checkbox"/> Salary or Wages</td> <td>\$ _____</td> <td>\$ _____</td> <td>E. <input type="checkbox"/> Bonuses/Incentive Plans</td> <td>\$ _____</td> </tr> <tr> <td>B. <input type="checkbox"/> Vacation</td> <td>\$ _____</td> <td>\$ _____</td> <td>F. <input type="checkbox"/> Sales Commissions</td> <td>\$ _____</td> </tr> <tr> <td>C. <input type="checkbox"/> Severance/ Separation Pay</td> <td>\$ _____</td> <td>\$ _____</td> <td>G. <input type="checkbox"/> Reimbursable Expenses</td> <td>\$ _____</td> </tr> <tr> <td>D. <input type="checkbox"/> Employee Benefit Plans</td> <td>\$ _____</td> <td>\$ _____</td> <td>H. <input type="checkbox"/> Other Unpaid Amounts</td> <td>\$ _____</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total:</td> <td>\$ _____</td> <td>\$ _____</td> </tr> </tbody> </table> <p>(Use the attached Worksheet to calculate your claims.)</p> <p>*Please refer to attached instructions for a definition of Priority Claim.</p>					1. Basis for Claim	Total Claim	Amount Entitled to Priority*	Total Claim	Amount Entitled to Priority*	A. <input type="checkbox"/> Salary or Wages	\$ _____	\$ _____	E. <input type="checkbox"/> Bonuses/Incentive Plans	\$ _____	B. <input type="checkbox"/> Vacation	\$ _____	\$ _____	F. <input type="checkbox"/> Sales Commissions	\$ _____	C. <input type="checkbox"/> Severance/ Separation Pay	\$ _____	\$ _____	G. <input type="checkbox"/> Reimbursable Expenses	\$ _____	D. <input type="checkbox"/> Employee Benefit Plans	\$ _____	\$ _____	H. <input type="checkbox"/> Other Unpaid Amounts	\$ _____	Total:			\$ _____	\$ _____
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B. <input type="checkbox"/> Vacation	\$ _____	\$ _____	F. <input type="checkbox"/> Sales Commissions	\$ _____																														
C. <input type="checkbox"/> Severance/ Separation Pay	\$ _____	\$ _____	G. <input type="checkbox"/> Reimbursable Expenses	\$ _____																														
D. <input type="checkbox"/> Employee Benefit Plans	\$ _____	\$ _____	H. <input type="checkbox"/> Other Unpaid Amounts	\$ _____																														
Total:			\$ _____	\$ _____																														
2. Supporting Documents: Attach copies of the attached Worksheet and all supporting documents. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 3. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.				THIS SPACE IS FOR COURT USE ONLY																														
Date: _____		Sign and print the name and title, if any, of the employee, beneficiary or other person authorized to file this claim: _____ _____																																
Penalty for presenting a fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.																																		

EPOC

INSTRUCTIONS FOR EMPLOYEE PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

— DEFINITIONS —

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Employee

An employee is any current or former employee of the debtor, to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the Enron Claims Docketing Center, Mega Case Unit, One Bowling Green, New York, New York 10004-1408.

Unsecured Priority Claim

Employee claims are entitled to priority payment if they are (1) allowed unsecured claims, but only to the extent of \$4,650 for each individual or corporation, as the case may be, earned within 90 days before the date of the filing of the petition or the date of the cessation of the debtor's business, whichever occurs first, for (A) wages, salaries, or commissions, including vacation, severance, and sick leave pay earned by an individual; or (B) sales commissions earned by an individual or by a corporation with only 1 employee, acting as an independent contractor in the sale of goods or services for the debtor in the ordinary course of the debtor's business if, and only if, during the 12 months preceding that date, at least 75 percent of the amount that the individual or

corporation earned by acting as an independent contractor in the sale of goods or services was earned from the debtor; or (2) allowed unsecured claims for contributions to an employee benefit plan (A) arising from services rendered within 180 days before the date of the filing of the petition or the date of the cessation of the debtor's business, whichever occurs first; but only (B) for each such plan, to the extent of (i) the number of employees covered by each such plan multiplied by \$4,650; less (ii) the aggregate amount paid to such employees under sentence (1) above, plus the aggregate amount paid by the estate on behalf of such employees to any other employee benefit plan.

Items to be completed in Proof of Claim form (if not already filled in)

Name of Debtor and Case Number:

The form indicates the name of the debtor against whom you have a scheduled claim. If you have a claim against a different debtor, please indicate the correct debtor in the blank provided in the top left hand corner of the Proof of Claim form. **IF YOU HAVE CLAIMS AGAINST ADDITIONAL DEBTORS, YOU MUST COMPLETE A SEPARATE PROOF OF CLAIM FORM FOR EACH CLAIM AND AGAINST EACH DEBTOR.** A complete list of debtors is provided in the Bar Date Notice accompanying this form.

Information about Employee:

The section giving the name and address of the current or former employee to whom the debtor owes money or property has been completed for you, based on the debtor's books and records. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about these cases, if your address differs from the information printed on the form, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form. Please update the address information if it is incorrect or incomplete.

Information about Beneficiary, if any:

If you are a surviving beneficiary of an Enron employee, complete this section.

Information about Scheduled Claim:

If there is a claim amount shown in the upper right hand corner of the Proof of Claim form, the debtor has scheduled your claim in that amount in its Schedules and Statements filed with the Bankruptcy Court. **IF YOU AGREE WITH THE AMOUNT SCHEDULED BY THE DEBTOR AND HAVE NO OTHER CLAIMS AGAINST THE DEBTOR, YOU DO NOT NEED TO FILE A PROOF OF CLAIM, EXCEPT AS FOLLOWS:** If the amount shown is **DISPUTED**, **UNLIQUIDATED**, or **CONTINGENT**, a proof of claim **MUST** be filed in or order to recover any distributions in respect of your claim. If you have already filed your claim with the Bankruptcy Court, you do not need to file again.

1. Basis for Claim, Total Claim and Priority Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were not an employee of the debtor, you should complete the Standard Proof of Claim form rather than this form. The Standard Proof of Claim form is available at www.enron.com.

Fill in the amounts requested, as calculated on the attached Worksheet.

If a portion of your total claim is an unsecured priority claim (see DEFINITIONS, above), then state the amount entitled to priority. The date of filing for each of the debtors is provided in the Bar Date Notice accompanying this form. A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law.

2. Supporting Documents:

COMPLETE THE ATTACHED WORKSHEET AND ATTACH IT TO THIS PROOF OF CLAIM FORM ALONG WITH COPIES OF DOCUMENTS THAT SHOW THE DEBTOR OWES THE DEBT CLAIMED OR, IF THE DOCUMENTS ARE TOO LENGTHY, A SUMMARY OF THOSE DOCUMENTS. If documents are not available, you must attach an explanation of why they are not available.

You need not complete all parts of the Worksheet; certain parts may not apply to you. Exact dollar amounts should be used, but if you are not sure, estimate the amounts as best you can. If you are unable to state the exact amount you are claiming is owed to you because the information necessary to computing the exact amount is known only by the company, please state so next to the appropriate category on the Worksheet.

EXHIBIT A

	Entity	Enron ID Number	ESL Number	Creation Date	Disposal Date
1.	Enron Metals & Commodity Corp.	13-3910153	01-16033	12/2/01	10/15/02
2.	Enron Corp.	47-0255140	01-16034	12/2/01	10/15/02
3.	Enron North America Corp.	76-0318139	01-16035	12/2/01	10/15/02
4.	Enron Power Marketing, Inc.	76-0413675	01-16036	12/2/01	10/15/02
5.	PBOG Corp.	76-0698198	01-16037	12/2/01	10/15/02
6.	Smith Street Land Company	76-0348670	01-16038	12/2/01	10/15/02
7.	Enron Broadband Services, Inc.	93-1205987	01-16039	12/2/01	10/15/02
8.	Enron Energy Services Operations, Inc.	76-0551327	01-16040	12/2/01	10/15/02
9.	Enron Energy Marketing Corp.	94-3240290	01-16041	12/2/01	10/15/02
10.	Enron Energy Services, Inc.	76-0551325	01-16042	12/2/01	10/15/02
11.	Enron Energy Services, LLC	52-2074178	01-16043	12/2/01	10/15/02
12.	Enron Transportation Services Company	76-0323922	01-16044	12/2/01	10/15/02
13.	BAM Leasing Company	76-0673771	01-16045	12/2/01	10/15/02
14.	ENA Asset Holdings, L.P.	76-0629563	01-16046	12/2/01	10/15/02
15.	Enron Gas Liquids, Inc.	76-0193183	01-16048	12/3/01	10/15/02
16.	Enron Global Markets LLC	47-0255140	01-16076	12/4/01	10/15/02
17.	Enron Net Works L.L.C.	76-0255140	01-16078	12/4/01	10/15/02
18.	Enron Industrial Markets LLC	76-0255140	01-16080	12/4/01	10/15/02
19.	Operational Energy Corp.	95-4168461	01-16109	12/6/01	10/15/02
20.	Enron Engineering & Construction Company	76-0172740	01-16110	12/6/01	10/15/02
21.	Enron Engineering & Operational Services Company	52-2328736	01-16111	12/6/01	10/15/02
22.	Garden State Paper Company LLC	76-0684706	01-16280	12/17/01	10/15/02
23.	Palm Beach Development Company, L.L.C.	76-0318139	01-16319	12/18/01	10/15/02
24.	Tenant Services, Inc.	52-2205414	01-16428	12/20/01	10/15/02
25.	Enron Energy Information Solutions, Inc.	25-1642266	01-16429	12/21/01	10/15/02
26.	EESO Merchant Investments, Inc.	52-2310215	01-16430	12/21/01	10/15/02
27.	Enron Federal Solutions, Inc.	76-0571895	01-16431	12/21/01	10/15/02
28.	Enron Freight Markets Corp.	36-4308789	01-16467	12/21/01	10/15/02
29.	Enron Broadband Services, L.P.	93-1311605	01-16483	12/24/01	10/15/02
30.	Enron Energy Services North America, Inc.	94-2331224	02-10007	01/02/02	10/15/02
31.	Enron LNG Marketing LLC	52-0406201	02-10038	01/04/02	10/15/02
32.	Calypso Pipeline, LLC	76-0486649	02-10059	01/07/02	10/15/02
33.	Enron Global LNG LLC	76-0486649	02-10060	01/07/02	10/15/02
34.	Enron International Fuel Management Company	76-0616051	02-10061	01/07/02	10/15/02
35.	Enron Natural Gas Marketing Corp.	76-0481290	02-10132	01/11/02	10/15/02
36.	ENA Upstream Company LLC	76-0318139	02-10232	01/17/02	10/15/02
37.	Enron Liquid Fuels, Inc.	76-0387023	02-10252	01/18/02	10/15/02
38.	Enron LNG Shipping Company	None	02-10346	01/24/02	10/15/02
39.	Enron Property & Services Corp.	76-0487744	02-10464	02/01/02	10/15/02
40.	Enron Capital & Trade Resources International Corp.	76-0482792	02-10613	02/11/02	10/15/02
41.	Enron Communications Leasing Corp.	76-0611232	02-10632	02/12/02	10/15/02
42.	Enron Wind Corp.	77-0085374	02-10743	02/20/02	10/15/02
43.	Enron Wind Systems, Inc.	95-3595766	02-10747	02/20/02	10/15/02
44.	Enron Wind Energy Systems Corp.	77-0086291	02-10748	02/20/02	10/15/02
45.	Enron Wind Maintenance Corp.	77-0397106	02-10751	02/20/02	10/15/02
46.	Enron Wind Constructors Corp.	77-0102514	02-10755	02/20/02	10/15/02
47.	EREC Subsidiary I, LLC	01-0599698	02-10757	02/20/02	10/15/02
48.	EREC Subsidiary II, LLC	03-0388962	02-10760	02/20/02	10/15/02
49.	EREC Subsidiary III, LLC	04-3602747	02-10761	02/20/02	10/15/02
50.	EREC Subsidiary IV, LLC	04-3603054	02-10764	02/20/02	10/15/02
51.	EREC Subsidiary V, LLC	04-3603062	02-10766	02/20/02	10/15/02
52.	Intratex Gas Company	74-1652491	02-10939	03/01/02	10/15/02
53.	Enron Processing Properties, Inc.	76-0531858	02-11123	03/12/02	10/15/02
54.	Enron Methanol Company	76-0266629	02-11239	03/18/02	10/15/02
55.	Enron Ventures Corp.	76-0525820	02-11242	03/18/02	10/15/02
56.	Enron Mauritius Company	None	02-11267	03/19/02	10/15/02
57.	Enron India Holdings Ltd.	None	02-11268	03/19/02	10/15/02
58.	Offshore Power Production C.V.	None	02-11272	03/20/02	10/15/02

WORKSHEET FOR EMPLOYEE PROOF OF CLAIM

Please print or type all information. You may not need to complete all parts of the worksheet; certain parts may not apply to you. Exact dollar amounts should be used, but if you are not sure, estimate the amounts as best you can. Please submit a copy of this worksheet with your Employee Proof of Claim form.

Employee Name: _____ SSN _____

Beneficiary Name, if applicable: _____ SSN _____

Debtor Name: _____ Case No. _____

(A) Salary or Wages

(i) Amount you claim is owed to you for unpaid salary or wages:

_____ x \$ _____ = \$ _____
Time Rate Total Claim

(ii) Amount of your claim that is entitled to priority:

_____ x \$ _____ = \$ _____
Time Rate Priority Claim

(iii) Period of work performed and unpaid:

from _____ month _____ day _____ year
to _____ month _____ day _____ year

(B) Vacation Pay

(i) Amount you claim is owed to you for unpaid vacation:

_____ x \$ _____ = \$ _____
Time Rate Total Claim

(ii) Amount of your claim that is entitled to priority:

_____ x \$ _____ = \$ _____
Time Rate Priority Claim

(C) Severance/Separation Pay

(i) Amount you claim is owed to you for unpaid severance/separation pay:

_____ x \$ _____ = \$ _____
Time Rate Total

Less severance amounts paid: _____

Total Claim: _____

(ii) Amount of your claim entitled to priority: \$ _____

(iii) Period for severance calculation:

from _____
month day year
to _____
month day year

(iv) Date you believe you became entitled to severance/separation pay:

_____ month day year

Note: Attach copies of any agreements, letters or forms supporting your claim.

(D) Employee Benefit Plans

(i) Amount you claim is owed to you for unpaid benefits due from employee benefit plans:

\$ _____

(ii) Amount of your claim that is entitled to priority: \$ _____

(iii) Name or type of employee benefit plans under which you are entitled to claim(s):

(iv) State, in detail, how you computed the unpaid amount you claim is owed to you under employee benefit plan(s):

Note: Attach copies of any plan agreements that describe how payment is calculated.

(E) Bonuses/Incentive Plans

(i) Amount you claim is owed to you for unpaid bonuses/incentives: \$ _____

(ii) Amount of your claim that is entitled to priority: \$ _____

(iii) Incentive program(s) or plan(s) you participated in to entitle you to the unpaid bonus/incentive sought, *i.e.* annual bonus or long-term incentive:

(iv) Dates you performed the services that entitle you to the unpaid bonus:
from _____

to _____ month _____ day _____ year

to _____ month _____ day _____ year

(v) State how you computed the amount you claim is owed to you for unpaid bonus(es).

Note: Attach copies of any plans, programs, or award agreements that describe the applicable payout formula.

(F) Sales Commissions

(i) Amount you claim is owed to you for unpaid sales commissions:

_____ x \$ _____ = \$ _____

Percentage Total amount on which you claim the commissions were earned Total Claim

(ii) Amount of your claim that is entitled to priority:

_____ x \$ _____ = \$ _____

Percentage Total amount on which you claim the commissions were earned Priority Claim

(iii) Period covered by unpaid sales commissions:

from _____

to _____ month _____ day _____ year

Note: Attach copies of any agreements, letters or forms supporting your claim.

(G) Reimbursable Expenses

(i) Amount you claim is owed to you for unpaid reimbursable expenses: \$ _____

List items for which you are seeking to be reimbursed:

Description of Item	Date Incurred	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total:		_____

(If more space is needed, please attach a separate sheet of paper.)

(ii) Amount of your claim that is entitled to priority: \$ _____

Note: Attach copies of receipts and/or expense reports.

(H) Other Unpaid Amounts

(i) Amount you claim for any other unpaid amounts not listed above: \$ _____

(ii) Basis of claim that this amount is owed to you (include applicable dates):

Note: Attach copies of any applicable agreement.

Total amount you claim is owed to you \$ _____
Amount of your claims entitled to priority \$ _____

List each Enron company by which you were employed:

_____ Employer 1	From: _____ Month/Year	To: _____ Month/Year
_____ Employer 2	From: _____ Month/Year	To: _____ Month/Year
_____ Employer 3	From: _____ Month/Year	To: _____ Month/Year
_____ Employer 4	From: _____ Month/Year	To: _____ Month/Year

Note: Attach separate sheet if more than four.

If employee name changed after termination, provide name during employment period:

Last First

CLAIMANT SIGNATURE: _____ DATE: _____

Penalty for presenting a fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

EXHIBIT E

Pg 87 of 132
DUE MARCH 3, 2003

**PROOF OF CLAIM FORM FOR ASBESTOS-RELATED PROPERTY
DAMAGE CLAIMS AGAINST FEDERAL-MOGUL CORPORATION OR
ANY RELATED DEBTORS**

United States Bankruptcy Court for the District of Delaware	PROOF OF CLAIM
Federal-Mogul Global, Inc. et al., Case Number: 01-10578 (AMW) Jointly Administered	
<p>This form should be used to assert an ASBESTOS-RELATED PROPERTY DAMAGE CLAIM against Federal-Mogul Corporation or any related Debtor(s). To assert such a claim, YOU MUST COMPLETE AND EXECUTE THIS FORM BY MARCH 3, 2003 OR YOU WILL BE FOREVER BARRED FROM ASSERTING THE CLAIM. See Instruction No. 1 for a definition of Asbestos-Related Property Damage Claim and Instruction No. 3 for a list of Debtors, and how to obtain additional information concerning Debtors.</p> <p>If you wish to file another claim against the Debtor(s), please visit the Federal-Mogul Claims website at <u>www. .com</u> or call the Federal-Mogul Claims toll-free number at 800- - for information and instructions.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars.</p> <p><input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case</p> <p><input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.</p> <p><input type="checkbox"/> Check here if this claim</p> <div style="margin-left: 150px;"> <input type="checkbox"/> Replaces <input type="checkbox"/> Amends a previously filed claim, dated: _____ </div> </div>	
<p>Name of Debtor against which this claim is asserted: _____</p> <p>Name of Claimant (the person or other entity to whom the debtor owes money or property):</p> <p>_____</p> <p>_____</p> <p>Name and address where notices should be sent:</p> <p>_____</p> <p>_____</p> <p>Telephone Number: _____</p>	

QUESTIONS 1-10 BELOW MUST BE COMPLETED FOR EACH SITE OR BUILDING OR STRUCTURE (THE "SITE") THAT IS THE BASIS OF AN ASBESTOS PROPERTY DAMAGE CLAIM. IF YOU ARE ASSERTING AN ASBESTOS PROPERTY DAMAGE CLAIM FOR MORE THAN ONE SITE, THEN YOU MUST COPY THIS PAGE AND THE NEXT PAGE BEFORE FILLING THEM OUT AND SUBMIT SEPARATE ANSWERS TO EACH QUESTION FOR EACH SITE THAT IS A BASIS OF YOUR CLAIM.

1. What is the exact location, including, if applicable, the name and street address, of the Site:

Name: _____

Address: _____

2. What is your property interest in the Site (for example, owner, operator, lessee) and when did you acquire that interest?

Interest: _____

Date Acquired: _____

3. When was the Site built? (Please check)

Before 1968 _____ Between 1968 and 1973 _____ After 1973 _____

4. What is the product type and trade or brand name of the asbestos-containing product of Debtor(s) which you claim is or was installed at the Site?

5. When did you or someone on your behalf install and, if applicable, remove the product set forth in (4) at the Site.

Date Installed: _____

Date Removed: _____

6. If you or someone on your behalf did not install and, if applicable, remove the product set forth in (4) at the Site, then, to the best of your knowledge, when was the product listed in (4) installed and, if applicable, removed at the Site.

Date Installed: _____

Don't Know Date Installed: _____

Date Removed: _____

Don't Know Date Removed: _____

7. What is the basis for your identification of the product listed in (4) which you claim is or was installed at the Site, (for example, documentary evidence such as a specification, purchase order, invoice or contract; or an expert's or consultant's report; or a testing or sampling result; etc.) .

8. When did you first know of the presence of the product listed in (4), and how did you acquire such knowledge (for example, from documentary evidence; or an expert's or consultant's report; or a testing or sampling result; etc.)

Date of Knowledge _____

Basis of Knowledge _____

9. State whether your claim is for expenses that have already been incurred or for expenses that are anticipated, and describe the nature of the expenses incurred or anticipated?

Incurred: _____ Anticipated: _____

Nature of Expenses: _____

10. What is the amount of your claim for this Site? \$ _____

Supporting Documents and Materials

Attach copies of all supporting documents or materials, such as purchase orders, invoices, contracts, specifications, architectural drawings, appraisals, environmental reports, product samples or test results, relating or referring to your claim. DO NOT SEND ORIGINAL DOCUMENTS.

If the documents are not available, explain why not. If the documents are too voluminous to attach, attach a summary of the documents identifying and providing a brief description of each document, identifying the location of the document and who has possession and control of it.

If you provide a summary of documents rather than the documents themselves, you are required to consent to the production and release of those documents to the Debtors upon the Debtors' further request.

This space is for Court
Use Only

Signature

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach a copy of power of attorney, if any):

_____ Date _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 and 3571

KEEP A COPY OF THIS PROOF OF CLAIM FORM AND ALL ATTACHMENTS FOR YOUR FILES
AND MAIL AN ORIGINAL PROOF OF CLAIM FORM AND COPIES OF ALL ATTACHMENTS TO:

FEDERAL-MOGUL CLAIMS PROCESSING
[ADDRESS]

INSTRUCTIONS

1. WHO SHOULD USE THIS ASBESTOS-RELATED PROPERTY DAMAGE PROOF OF CLAIM FORM

You must complete this Asbestos-Related Property Damage Proof of Claim form if you wish to assert an Asbestos-Related Property Damage Claim against Federal-Mogul Corporation or any of its related Debtors arising from or related to property located in the United States or Canada (see Instruction No. 3 for a list of all Debtors). An "Asbestos-Related Property Damage Claim" is any claim alleging, arising out of, or in any way relating to physical, economic, or any other damage or injury to any property or property interest for which any Debtor is alleged to be liable, arising out of or in any way relating to the installation, presences, removal of, or release of asbestos from any products or materials containing asbestos. Asbestos-Related Property Damage Claims include all such claims whether in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation, or any other theory of law, equity, or admiralty; whether seeking compensatory, special, economic and non-economic, punitive, exemplary, administrative, or any other costs or damages; or whether seeking any legal, equitable, or other relief of any kind whatsoever.

If you wish to file an Asbestos-Related Property Damage Claim against more than one Debtor, you must complete an additional form for each Debtor and submit the forms separately.

You should NOT use this form for claims other than Asbestos-Related Property Damage Claims. For information about how and when to file other types of claims against the Debtors, please contact the Federal-Mogul Claims Website at [www. .com](http://www.federalmogul.com) or call the Federal-Mogul Claims toll-free number at (800) ____ - ____.

2. WHERE TO OBTAIN A PROOF OF CLAIM FORM AND INFORMATION FOR ASBESTOS-RELATED PROPERTY DAMAGE CLAIMS

If you need a Proof of Claim form or related information, you may contact the Federal-Mogul Claims Website at [www. .com](http://www.federalmogul.com) or call the Federal-Mogul Claims toll-free number at (800) ____ - ____.

3. DEBTORS

Four Debtors have traditionally been sued in Asbestos-Related Property Damage Litigation. They are:

T&N Limited
J.W. Roberts Limited
TAF International Limited
Federal-Mogul Corporation

For a complete list of the 157 Debtors, please visit the Federal-Mogul Claims website at [www. .com](http://www.federalmogul.com) or call the Federal-Mogul Claims toll-free number at (800) ____ - ____.

4. GENERAL INSTRUCTIONS

YOU MUST COMPLETE AND SIGN THIS FORM. THE ORIGINAL, COMPLETED FORM AND COPIES OF REQUIRED DOCUMENTATION MUST BE RECEIVED ON OR BEFORE 4:00 P.M. EASTERN TIME ON MARCH 3, 2003, or you shall be forever barred, estopped, and enjoined from asserting any Asbestos-Related Property Damage Claim against the Debtors arising from or related to property located in the United States or Canada; or voting upon, or receiving any distributions under any plan or plans of reorganization in the Debtors' chapter 11 cases in respect of such claim.

This form must be signed by you or your authorized agent. If you cannot fit all information in any particular section or page, copy the page before completing it, and attach as many additional pages as needed. Neatly type or print all answers on the form.

Be accurate and truthful. A Proof of Claim Form is an official court document that may be used as evidence in any legal proceeding regarding your claim. The penalty for presenting a fraudulent claim is a fine of up to \$500,000 or imprisonment for up to five years or both under 18 U.S.C. §§ 152 & 3571.

If you need additional Proof of Claim forms, you may obtain them by downloading them from the Federal-Mogul Claims Website at www._____.com or by contacting the Federal-Mogul Claims toll-free number at (800) ____-____.

5. WHERE AND HOW TO SUBMIT CLAIM FORMS

Make a copy of your completed Proof of Claim form for your records. Send only the **original** proof of claim forms and copies of all attachments to the Debtors' Claims Agent at the following address:

FEDERAL-MOGUL CLAIMS PROCESSING
[address]

The proof of claim form may be submitted in person, by courier service, hand delivery, or mail addressed to the Claims Agent above. In returning this form, allow sufficient time so that this form is received on or before March 3, 2003. Forms that are postmarked before March 3, 2003 but **received** after March 3, 2003 will not be accepted. Only original forms will be accepted for filing. Forms transmitted by facsimile or e-mail will not be accepted and will not be deemed filed.

6. ADDITIONAL DOCUMENTATION AND INFORMATION

In addition to the completed, original Proof of Claim form, you must provide copies of all supporting documents in your possession referenced in Questions 1-10, or you may provide summaries of those documents in they are voluminous. If documents are not available, you must attach an explanation of why they are not available.

You may attach any additional documentation that supports your claim. However, such information will not be a substitute or information provided in the Proof of Claim form itself.

7. DEADLINE FOR RECEIPT OF PROOF OF CLAIM FORMS

Proof of Claim forms for Asbestos-Related Property Damage Claims must be **received** on or before 4:00 p.m. Eastern Time on March 3, 2003.

8. QUESTIONS AND ASSISTANCE

For additional questions and assistance, please visit the Federal-Mogul Claims Website at www._____.com or contact the Federal-Mogul Claims toll-free number at (800) ____-____.

EXHIBIT F

1
2 UNITED STATES BANKRUPTCY COURT
3 SOUTHERN DISTRICT OF NEW YORK
4 Case Nos. 08-13555(JMP)
5

6 - - - - -x
7 In the Matter of:
8

9 LEHMAN BROTHERS HOLDINGS INC., et al.
10

11 Debtors.
12 - - - - -x
13

14 United States Bankruptcy Court
15 One Bowling Green
16 New York, New York
17

18 October 27, 2010

19 10:07 AM
20

21 B E F O R E:

22 HON. JAMES M. PECK

23 U.S. BANKRUPTCY JUDGE
24
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HEARING re Debtors' Twenty-Eighth Omnibus Objection to Claims
(Valued Derivative Claims)

HEARING re Debtors' Thirty-Fifth Omnibus Objection to Claims
(Valued Derivative Claims)

HEARING re Debtors' Thirty-Sixth Omnibus Objection to Claims
(Failure to Submit Guarantee Questionnaire Claims)

HEARING re Debtors' Thirty-Seventh Omnibus Objection to Claims
(No Liability Claims)

HEARING re Debtors' Thirty-Eighth Omnibus Objection to Claims
(Amended and Superseded Claims)

HEARING re Debtors' Fortieth Omnibus Objection to Claims (Late-
Filed Claims)

HEARING re Debtors' Forty-First Omnibus Objection to Claims
(Late-Filed Claims)

HEARING re Debtors' Forty-Second Omnibus Objection to Claims
(Late-Filed Lehman Programs Securities Claims)

1
2 HEARING re Debtors' Forty-Third Omnibus Objection to Claims
3 (Late-Filed Lehman Programs Securities Claims)
4

5 HEARING re Debtors' Forty-Fourth Omnibus Objection to Claims
6 (Settled Derivative Claims)
7

8 HEARING re Debtors' Twenty-Ninth Omnibus Objection to Claims
9 (No Blocking Number LPS Claims)
10

11 HEARING re Debtors' Thirty-Ninth Omnibus Objection to Claims
12 (Duplicative Claims)
13

14 HEARING re Debtors' Objection to Proofs of Claim Filed By
15 William Kuntz III (Claim Nos. 33550, 33551, 33552, 35121, and
16 35430)
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25 Transcribed by: Lisa Bar-Leib

1 this, is the actual practical use of the blocking number in
2 tracking claims, reconciling claims and allowing claims
3 particularly in the environment in which these Lehman program
4 securities are now being freely traded.

5 MR. WAISMAN: Your Honor, may I have a brief moment?

6 THE COURT: Sure.

7 (Pause)

8 MR. WAISMAN: Your Honor, Shai Waisman. Your Honor
9 recalls correctly that the debtors came back with a group of
10 interested creditors previously known as the Coalition of the
11 Willing to seek an addendum to the Lehman program securities
12 procedures. Those procedures -- we -- the debtors and, I
13 believe, the committee always thought were part and parcel of
14 the original program securities notice but they were -- there
15 was enough concern that people wanted a supplemental order.
16 Your Honor expressed concern that perhaps the debtors were
17 succumbing to the hew and cry of the street in doing something
18 that would undermine the integrity of the procedures and
19 adjourn the matter. And we came back with an affidavit of a
20 businessperson setting forth that the purpose of the program
21 securities was to provide the debtors comfort that the party
22 filing the proof of claim had actual ownership of the security
23 at the time the claim was filed and at the time the bar date
24 came. It was required to illustrate the integrity of the claim
25 that the party held the claim that it wasn't traded every

1 single day up until the bar date and multiple claims being
2 filed. And given that we were past the program securities bar
3 date and therefore anybody that filed a proof of claim with the
4 blocking number, we knew owned the security on that day and
5 that's the only day that matters for the purpose of
6 establishing the claims. Thereafter, there was no reason to
7 require them to continue to hold the claim. No benefit to us.
8 There should be a free market as the bankruptcy rules suggest
9 there should be in the trading of claims. And the order was
10 meant to facilitate the fact that we were so far removed from
11 the bar date there was going to be no benefit to us from
12 restricting trading any further. Parties could continue to
13 trade because what we needed we had at that point. We had
14 proof that a party that filed the claim owned the security on
15 the day in question.

16 We do not use blocking numbers now to track claims at
17 all. When we go through the 66,000 claims that sit in a pile,
18 we get to a Lehman program securities claim, we verify that
19 there's a blocking number. We do check it against our master
20 list to make sure that it's a real blocking number. And that
21 proves to us that the party that filed the claim owned the
22 security and therefore is the rightful claimant. The next
23 step, of course, is to make sure whether somebody else filed a
24 proof of claim on behalf of that issuance.

25 THE COURT: I hear you although I must say that this

1 adds strength to the argument made by Mr. Friedman that on a
2 scale of one to ten, this is a one. This isn't a ten in terms
3 of technical noncompliance because the blocking number is, in
4 effect, an extra protection designed to make sure that the
5 party who filed the claim with respect to these freely tradable
6 instruments in fact was the owner of the claim at a particular
7 point in time that is relevant for bankruptcy purposes but for
8 no other purpose because the instruments may have traded
9 multiple times already, in some instances, and may continue to
10 trade in the future.

11 Now I have no problem with the free trading of
12 securities. The only problem I'm having right now is whether
13 the significance of the failure to include a blocking number on
14 a proof of claim is so material a failure to comply with the
15 expressed requirements of the proof of claim bar date
16 procedures as to warrant claim disallowance when a party
17 objects. And I'm having some trouble with this right now,
18 particularly, I must tell you in the case -- it kind of goes up
19 in significance, A, B and C. RBC has the strongest position;
20 August '86 Trust has the next strongest position; and Aspecta
21 Assurance has the weakest position, as I see it. But I think
22 Aspecta is simply making an argument well, we didn't do it but
23 we own the security. Here. See this attachment to our
24 response. They clearly didn't comply with the no blocking
25 number problem. But they, in effect, make an argument for the

1 great unwashed that didn't comply at all. That's your
2 floodgates problem, the problem that parties who never obtained
3 a blocking number will come forward and say we have the ability
4 through extrinsic evidence to demonstrate that we, in fact, own
5 the security at the time that we filed the proof of claim. I
6 have a problem with that.

7 But as to anybody else who actually had a blocking
8 number and somehow messed up, I'm having a hard time seeing why
9 this is such a problem for the debtor. And I need to
10 understand a little bit more about why procedurally this
11 creates such a potential hornet's nest of claim administration
12 difficulty down the road.

13 MR. WAISMAN: Your Honor, I'd say a couple things.
14 First of all, there is nothing Your Honor has just said that we
15 disagree with. We have spent a lot of time struggling with
16 these very issues. The obvious statement that the bar date in
17 this case was so unique that it does not fit squarely within
18 the precedent, and I understand Mr. Friedman citing to the
19 legend of case law on amendments, but this case just doesn't
20 fit squarely within those parameters and it is difficult to
21 reconcile.

22 The program securities requirement was very explicit
23 and specific and absolutely necessary. Without it, this case
24 would be a quagmire and we would have no ability to reconcile
25 over 30,000 claims.

1 In many ways the program's security's blocking number
2 is itself the claim. Without it, you're submitting a statement
3 that at some point you own something. But if you don't submit
4 the program security's number it doesn't -- it doesn't comply
5 for the purposes of a bar date in this case. We have, in other
6 circumstances, been to Your Honor with claims issues, claims
7 objections and have agreed with Your Honor that we need to
8 strictly enforce the very specific and very unique requirements
9 of this bar date order because it is such a slippery slope.
10 And the fear here is that we know of here eleven, we already
11 know of 500 more, it's a reconciliation. We haven't been
12 through the lion's share of our claims. The number is
13 certainly to grow of claimants who got the blocking number but
14 simply didn't include, forgot for whatever reason. And as I
15 said before, we are here because that's a slippery slope to --
16 well, they forgot -- I forgot to get it but I can prove to you
17 that I had it, and then we're going to be inundated with
18 thousands upon thousands of claimants coming to this court to
19 prove that they held the security and that they can meet the
20 purpose of the program securities blocking number requirement
21 by extrinsic evidence, even though they didn't supply the
22 number.

23 And when you try to differentiate those two, you come
24 back to there was a requirement, it was to be strictly enforced
25 and people didn't comply. And as Ms. Eckols said, a number of

1 times, there were two requirements; to get the number and to
2 include it. If we start to excuse one people are certainly
3 going to argue you have to excuse the other, and we have a hard
4 time differentiating between those two.

5 THE COURT: I'm not sure I have such a hard time
6 differentiating between those two.

7 MR. WAISMAN: Well, you wear the black robe.

8 THE COURT: That's true. But obviously claimants that
9 do everything perfectly are to be applauded for navigating what
10 is a fairly complex claims process in this case. This is not,
11 by any means, standard issue. But as I understand the purpose
12 to be served by the obtaining and inclusion of a blocking
13 number, it is to establish, in a user-friendly way from the
14 perspective of the debtors, that a particular claimant within
15 the pool of holders of Lehman program securities, in fact was a
16 holder on the relevant date, correct?

17 MR. WAISMAN: That's correct.

18 THE COURT: I think that in the case of RBC capital
19 that there really has been the kind of compliance that fits
20 within the applicable case law that I cited in my omnibus late
21 filed claims decision, in which good faith attempts to comply
22 coupled with confusion can lead to an excuse. And here there
23 was good faith compliance in the sense of obtaining a blocking
24 number and somebody in Minneapolis goofed, they win. Now, they
25 win on particularized facts and I don't think that opens a

1 door.

2 My next question to myself is well does August '86
3 Trust win? And maybe I need to think some more about that
4 after taking a look at the affidavit of Joseph Kelly, which
5 obviously Mr. Kelly, who's a solicitor, thought worthy of my
6 attention. I haven't paid enough attention to it yet and I
7 want to think about it some more.

8 But let's just say, for the sake of discussion, that
9 August '86 Trust wins too, what's the principle that has just
10 been established? It seems to me that the principle is that
11 anybody who has gone to the trouble of getting a blocking
12 number but who has failed, through negligence or administrative
13 error, to include the blocking number but who later provides
14 that blocking number is, in effect, curing the defect in a
15 manner that doesn't take away from the integrity of the bar
16 date order. Nor does it in a material way because I don't
17 imagine there's going to be a huge class, but I could be wrong,
18 of parties who actually obtain the blocking number and then
19 negligently failed to include it.

20 It seems to me that the debtor is still in a position
21 to use the blocking number because the blocking number has been
22 provided and the integrity of the proof of claim, as it relates
23 to Lehman program securities is preserved.

24 The Aspecta case is different. That's the we didn't
25 do it at all problem but we have other means of establishing,

1 in a way that we think should be credible, that we held Lehman
2 program securities at the time that a proof of claim was filed
3 and completely ignored the requirement of including a blocking
4 number. They lose.

5 And I believe that you can draw a line here that says
6 if you have a blocking number you have done everything that you
7 can reasonably do to meet the spirit of the bar date notice as
8 it relates to Lehman program securities, assuming that you
9 have, for good cause, failed to include. That you have reason
10 to establish that there was legitimate confusion or a
11 legitimate failure to comply, not just I willfully held it back
12 because I thought it was a stupid requirement, that's not going
13 to work. But if there was what amounts to good faith efforts
14 to comply with that requirement and you then later provide the
15 number, it seems to me that the blocking number component of
16 this requirement is satisfied.

17 MR. WAISMAN: Your Honor, if I may interject for one
18 moment. As Your Honor is describing this narrow exception, it
19 might be helpful if it relates to entities that timely filed
20 proofs of claim, have obtained a blocking number but for good
21 cause failed to include and later provide it.

22 THE COURT: That's exactly what I'm saying. That
23 can't be a very big class of claimants and if it turns out to
24 be, well, so be it.

25 That's my best effort at walking a tightrope created

1 by these requested exceptions to the blocking number
2 requirement of the bar date notice. I'm not making a ruling
3 yet with respect to the August '86 Trust because I want to take
4 some time to look at the affidavit of Joseph Kelly. But if the
5 August '86 Trust fits within the exception, I've just
6 articulated, then they'll prevail. I'm sorry Aspecta loses.
7 They just didn't get a blocking number and they're out of
8 court.

9 MR. WAISMAN: Thank you, Your Honor. That guidance is
10 very, very helpful as we try to navigate these waters and turn
11 to Your Honor for guidance on the narrow calls.

12 THE COURT: Okay.

13 MR. WAISMAN: Greatly appreciated.

14 MS. ECKOLS: Thank you, Your Honor.

15 MR. FRIEDMAN: Your Honor, I just want to figure out
16 the best mechanics to get an order reflecting your decision
17 with respect to RBC.

18 MR. WAISMAN: I think what we would do is remove it
19 from the proposed -- remove your claim from the proposed order
20 that we hand up today and there's no objection pending to your
21 claim.

22 MR. FRIEDMAN: Okay. We do have an amended claim; we
23 can deal with that by stipulation.

24 MR. WAISMAN: Why don't we speak and take care of it?

25 MR. FRIEDMAN: Thank you very much, Your Honor.

C E R T I F I C A T I O N

I, Lisa Bar-Leib, certify that the foregoing transcript is a
true and accurate record of the proceedings.

Lisa Bar-Leib

Digitally signed by Lisa Bar-Leib
DN: cn=Lisa Bar-Leib, c=US
Reason: I am the author of this document
Date: 2010.10.28 16:54:33 -04'00'

LISA BAR-LEIB

AAERT Certified Electronic Transcriber (CET**D-486)

Veritext

200 Old Country Road

Suite 580

Mineola, NY 11501

Date: October 28, 2010

VERITEXT REPORTING COMPANY

212-267-6868

www.veritext.com

516-608-2400

EXHIBIT G

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**AFFIDAVIT OF SERVICE OF
FINANCIAL BALLOTING GROUP LLC REGARDING
MAILING OF THE PROGRAMS SECURITIES BAR DATE DOCUMENTS**

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Jane Sullivan, being duly sworn, deposes and says, under the penalty of perjury:

1. I am the Executive Director of Financial Balloting Group LLC ("FBG"), located at 757 Third Avenue, New York, New York 10017. Epiq Bankruptcy Solutions, LLC, the claims and solicitation agent to the above captioned debtors and debtors-in-possession (the "Debtors"), requested that FBG, its affiliated company, assist with the service of the Notice of Deadlines for Filing Proofs of Claim and a Proof of Claim form (together, the "Programs Securities Bar Date Documents"), on certain parties, as required by the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form, dated July 2, 2009. Unless otherwise stated, I have personal knowledge of the facts hereinafter set forth.

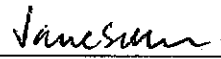
2. I hereby certify that on July 27, 2009¹, I caused the Programs Securities Bar Date Documents to be served by First Class Mail or electronic mail on the parties included on Exhibit A hereto.

3. A true and correct copy of the Programs Securities Bar Date Documents is attached hereto as Exhibit B.

4. In the case of service by First Class Mail to issuers and depositories, a transmittal letter was also included. A true and correct copy of the transmittal letter is attached hereto as Exhibit C.

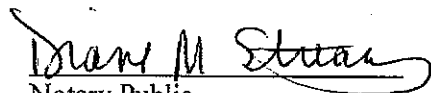
5. In the case of service by electronic mail to depositories, a transmittal message was provided. The text of the transmittal message is attached hereto as Exhibit D.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.



Jane Sullivan

SUBSCRIBED AND SWORN TO BEFORE ME
This 31st day of July, 2009.



Notary Public

DIANE M. STREANY
Notary Public, State of New York
No. 01ST5003825
Qualified in Westchester County
Commission Expires November 2, 2010

¹ On July 28, 2009, an updated address was provided for one of the issuers, and a copy of the Programs Securities Bar Date Documents was sent by First Class Mail to the updated address on July 28, 2009.

Exhibit A

U.S. TRUSTEE:

OFFICE OF THE US TRUSTEE

ATTN: ANDREW D VELEZ-RIVERA, PAUL SCHWARTZBERG,
BRIAN MASUMOTO, LINDA RIFKIN, TRACY HOPE DAVIS
33 WHITEHALL STREET, 21ST FLOOR
NEW YORK, NY 10014

ISSUERS AND DEPOSITORIES:

ANTHRACITE RTD INV LTD

ATTN: NEIL CHRISTIE AND JOHN KEEN
25 BANK STREET
LONDON, E14 5LE
UNITED KINGDOM

CAPITAL RAISING GMBH

C/O LEHMAN BROTHERS HOLDINGS INC
745 SEVENTH AVENUE
NEW YORK, NY 10019

LEHMAN BROTHERS (LUXEMBOURG) EQUITY FINANCE S.A.

MAÎTRE JACQUES DELVAUX AND MAÎTRE LAURENT FISCH
COURT APPOINTED BANKRUPTCY RECEIVERS OF
LEHMAN BROTHERS (LUXEMBOURG) EQUITY FINANCE S.A.
2, RUE DE LA CHAPELLE, L-1325
LUXEMBOURG

LEHMAN BROTHERS ALPHA FUND PLC

70 SIR JOHN ROGERSON'S QUAY
DUBLIN, 2
IRELAND

LEHMAN BROTHERS BANKHAUS AG

ATTN: DR. MICHAEL C. FREGE
INSOLVENCY ADMINISTRATOR OF LEHMAN BROTHERS BANKHAUS AG (IN INSOLVENZ)
BARCKHAUSSTRASSE 12-16
FRANKFURT AM MAIN, 60325
GERMANY

LEHMAN BROTHERS FINANCE S.A.

LEHMAN BROTHERS FINANCE AG (IN LIQUIDATION)
PRICEWATERHOUSECOOPERS ZURICH\ CHRISTIANA SUHR BRUNNER
DR. IUR. RECHTSANWALTIN/ ATTORNEY AT LAW
BIRCHSTRASSE 160
ZURICH, CH-8050
SWITZERLAND

LEHMAN BROTHERS HOLDINGS INC
745 SEVENTH AVENUE
NEW YORK, NY 10019

LEHMAN BROTHERS HOLDINGS PLC
ATTN: ANTHONY VICTOR LOMAS, STEVEN ANTHONY PEARSON, DAN YORAM SCHWARZMANN, MICHAEL
JOHN ANDREW JERVIS
PRICEWATERHOUSE COOPERS LLP
PLUMTREE COURT
LONDON, EC4A 4HT
UNITED KINGDOM

LEHMAN BROTHERS INTERNATIONAL (EUROPE)
ATTN: ANTHONY VICTOR LOMAS, STEVEN ANTHONY PEARSON, DAN YORAM SCHWARZMANN, MICHAEL
JOHN ANDREW JERVIS
PRICEWATERHOUSE COOPERS LLP
PLUMTREE COURT
LONDON, EC4A 4HT
UNITED KINGDOM

LEHMAN BROTHERS SECURITIES CO. NV
ATTN: MICHIEL R.B. GORSIRA, ATTORNEY AT LAW, TRUSTEE OF LEHMAN BROTHERS SECURITIES N.V.
VAN EPS KUNNEMAN VAN DOORNE
JULIANAPLEIN 22, PO BOX 504
CURACAO,
NETHERLANDS ANTILLES

LEHMAN BROTHERS TREASURY CO. BV
RUTGER SCHIMMELPENNICK, BANKRUPTCY TRUSTEE FOR LEHMAN BROTHERS TREASURY CO. B.V.
ATTN: MESSRS. F. VERHOEVEN AND M.F. HORCK
PO BOX 75505
AMSTERDAM, AM NL-1070
THE NETHERLANDS

LEHMAN BROTHERS UK CAPITAL FUNDING II LP
ATTN: NEIL CHRISTIE AND JOHN KEEN
25 BANK STREET
LONDON, E14 5LE
UNITED KINGDOM

LEHMAN BROTHERS UK CAPITAL FUNDING III LP
ATTN: NEIL CHRISTIE AND JOHN KEEN
25 BANK STREET
LONDON, E14 5LE
UNITED KINGDOM

LEHMAN BROTHERS UK CAPITAL FUNDING IV LP
ATTN: NEIL CHRISTIE AND JOHN KEEN
25 BANK STREET
LONDON, E14 5LE
UNITED KINGDOM

LEHMAN BROTHERS UK CAPITAL FUNDING V LP
ATTN: NEIL CHRISTIE AND JOHN KEEN
25 BANK STREET
LONDON, E14 5LE
UNITED KINGDOM

NB PRIVATE EQUITY
C/O LEHMAN BROTHERS HOLDINGS INC
745 SEVENTH AVENUE
NEW YORK, NY 10019

NEUBERGER BERMAN US REAL ESTATE
C/O LEHMAN BROTHERS HOLDINGS INC
745 SEVENTH AVENUE
NEW YORK, NY 10019

QUARTZ FINANCE LTD
22 GRENVILLE STREET
ST. HELIER, JERSEY J34 8PX
UNITED KINGDOM

SIGMA FINANCE CORP
C/O LEHMAN BROTHERS HOLDINGS INC
745 SEVENTH AVENUE
NEW YORK, NY 10019

THE DEPOSITORY TRUST COMPANY
55 WATER STREET
NEW YORK, NY 10041

JASDAQ
1-1 NIHONBASHI-KAYABA-CHO
2-CHOME
CHUO-KU
TOKYO, 103-0025
JAPAN

VPS NORWAY
POSTBOKS 4
OSLO, 0051
NORWAY

VP DENMARK
VP SECURITIES A/S
WEIDEKAMPSGADE 14
PO BOX 4040
COPENHAGEN S, DK 2300
DENMARK

SIX SIS AG
BRANDSCHENKESTRASSE 47
ZURICH, CH 8002
SWITZERLAND

CA_BOND@CLEARSTREAM.COM

DRIT@EUROCLEAR.COM

WERNER.LAURER@CLEARSTREAM.COM

CORPACTOIONSOVERSEAS.GROUP@SISCLEAR.COM

JULY 28 SUPPLEMENTAL SERVICE:

CAPITAL RAISING GMBH,
KOOGSTRAAT 4,
25870 NORDERFRIEDRICHSKOOG
GERMANY

Exhibit B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : Chapter 11 Case No.
:
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : 08-13555 (JMP)
:
Debtors. : (Jointly Administered)
-----X

**NOTICE OF DEADLINES FOR FILING PROOFS
OF CLAIM BASED ON LEHMAN PROGRAMS SECURITIES**

**THIS NOTICE RELATES ONLY TO THE FILING OF CLAIMS AGAINST LEHMAN
BROTHERS HOLDINGS INC. BASED ON LEHMAN PROGRAMS SECURITIES.**

PLEASE TAKE NOTICE THAT, on July 2, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Court"), having jurisdiction over the chapter 11 cases of Lehman Brothers Holdings Inc. ("LBHI") and certain of its affiliates, as debtors and debtors in possession in the above referenced chapter 11 cases (collectively, the "Debtors"), entered an order (the "Bar Date Order") establishing **November 2, 2009, at 5:00 pm (prevailing Eastern Time)** as the last date and time for each person or entity to file a proof of claim ("Securities Programs Proof of Claim") based on Lehman Programs Securities (the "Securities Programs Bar Date").

The Securities Programs Bar Date and the procedures set forth in the Bar Date Order and below for the filing of Securities Programs Proofs of Claim apply only to claims against LBHI based on securities identified on the "Lehman Programs Securities" list available on <http://www.lehman-docket.com> (the "Lehman Programs Securities") that arose prior to September 15, 2008 (the "Commencement Date"), the date on which LBHI commenced their case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

If you have claims against any Debtor other than those based on Lehman Programs Securities, you should review the Bar Date Order to determine whether you need to file a proof of claim in accordance with the deadlines and procedures set forth therein. The Bar Date Order and related information and forms are available at <http://www.lehman-docket.com>. All claims other than those based on Lehman Programs Securities must be filed by September 22, 2009.

If you have any questions with respect to this Notice, please contact the Debtors' court-approved claims agent Epiq Bankruptcy Solutions, LLC ("Epiq") at 1-503-597-7691 or, in the United States, (866)-879-0688.

A CLAIMANT MAY WISH TO CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A SECURITIES PROGRAMS PROOF OF CLAIM. PLEASE NOTE THAT EPIQ IS NOT PERMITTED TO GIVE LEGAL ADVICE.

All holders of claims against LBHI based on Lehman Programs Securities are required to file a Securities Programs Proof of Claim in order to preserve their claims against LBHI.

1. WHO MUST FILE A SECURITIES PROGRAMS PROOF OF CLAIM

You **MUST** file a **Securities Programs Proof of Claim** to share in LBHI's estate if you have a claim based on a Lehman Programs Security that arose prior to the Commencement Date. Claims based on Lehman Programs Securities must be filed by the Securities Programs Bar Date notwithstanding that such claims may not have matured or become fixed or liquidated prior to the applicable Commencement Date. Pursuant to section 101(5) of the Bankruptcy Code and as used herein, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such

breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

All notices and distributions with respect to any filed claims based on Lehman Programs Securities will be sent to the party that filed the claim at the address set forth on the Securities Programs Proof of Claim Form submitted. Any entity that files a Securities Programs Proof of Claim consents to receive all such notices and distributions at the address specified on the Securities Programs Proof of Claim and is responsible for any objections raised by the Debtors related to such claim.

An entity that files a claim based on any Lehman Programs Security, by filing such claim, consents to and is deemed to have authorized Euroclear, Clearstream, or other depository, as appropriate, to disclose their identity and holdings of Lehman Programs Securities to LBHI for the purpose of reconciling claims.

2. WHO NEED NOT FILE A SECURITIES PROGRAMS PROOF OF CLAIM

YOU SHOULD NOT FILE A SECURITIES PROGRAMS PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST LBHI BASED ON LEHMAN PROGRAMS SECURITIES.

3. WHEN AND WHERE TO FILE

All Programs Securities Proofs of Claim must be filed so as to be actually received on or before the Programs Securities Bar Date at the following address:

<p>If by overnight courier, to:</p> <p>Epiq Bankruptcy Solutions, LLC Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, New York 10017 USA</p>	<p>If by mail, to:</p> <p>Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, New York 10150-5076 USA</p>
<p>If by hand delivery, to:</p> <p>Epiq Bankruptcy Solutions, LLC Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, New York 10017 USA</p> <p>or</p> <p>Clerk of the United States Bankruptcy Court Attn: Lehman Brothers Holdings Claims Processing One Bowling Green New York, New York 10004 USA</p>	

Securities Programs Proofs of Claim will be deemed timely filed only if actually received by Epiq or the Court on or before the Securities Programs Bar Date. Securities Programs Proofs of Claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

4. WHAT TO FILE

If you file a Securities Programs Proof of Claim, your filed Securities Programs Proof of Claim must: (i) be written the English language; (ii) to the extent a claim amount is reflected thereon, be denominated in the lawful currency of the United States using the exchange rate as applicable as of September 15, 2008; (iii) conform

substantially with the form attached to this notice (the "Securities Programs Proof of Claim Form"); (iv) state the name and case number of the specific Debtor against which it is filed; (v) identify the International Securities Identification Number ("ISIN") for each Lehman Programs Security; (vi) include either a Euroclear electronic instruction reference number, a Clearstream blocking reference number, or other depository blocking reference number, as appropriate; (vii) be signed by the claimant or by an authorized agent of the claimant; and (viii) be submitted in hard copy form with an original signature.

ANY PERSON OR ENTITY THAT HOLDS CLAIMS AGAINST LBHI OR ANY OF THE OTHER DEBTORS THAT ARE NOT BASED ON LEHMAN PROGRAMS SECURITIES SHOULD REVIEW THE BAR DATE ORDER TO DETERMINE WHETHER THEY NEED TO FILE A PROOF OF CLAIM IN ACCORDANCE WITH THE DEADLINES AND PROCEDURES SET FORTH THEREIN. SUCH CLAIMS MAY NOT BE COMBINED WITH ANY CLAIMS BASED ON LEHMAN PROGRAMS SECURITIES AND FILED ON THE SECURITIES PROGRAMS PROOF OF CLAIM FORM.

SPECIAL NOTE REGARDING BLOCKING NUMBERS

Each Securities Program Proof of Claim must include either a Euroclear Electronic Instruction Reference Number, a Clearstream Blocking Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") with respect to each Lehman Programs Security for which such Securities Program Proof of Claim is filed.

Beneficial holders (which includes most individuals) of Lehman Programs Securities that are not Euroclear Bank ("Euroclear"), Clearstream Bank ("Clearstream") or other depository account holders may not contact Euroclear, Clearstream or such other depository directly. Such holders must direct their accountholder (i.e. the bank, broker or other entity that holds such securities on behalf of such beneficial holder) to contact Euroclear, Clearstream or other relevant depository to obtain the Blocking Number.

Parties that are accountholders with Euroclear, Clearstream or other relevant depository can obtain a Blocking Number for Lehman Programs Securities by following the directions that will be provided by Euroclear, Clearstream or other relevant depository. Accountholders may send a single request for each Lehman Programs Security with the same ISIN, but must send separate requests for Lehman Programs Securities with different ISINs.

ALL REQUESTS FOR BLOCKING NUMBERS MUST BE SENT TO EUROCLEAR, CLEARSTREAM AND/OR OTHER DEPOSITORY PRIOR TO 5:00 PM (PREVAILING EASTERN TIME)/ 11:00 PM (CET), ON OCTOBER 23, 2009.

Please note that holders of Lehman Programs Securities will not be permitted to trade such Lehman Programs Securities during the period from the issuance of a Blocking Number by Euroclear, Clearstream or other depository until the Programs Securities Bar Date. During the periods prior to the issuance of a Blocking Number and following the Programs Securities Bar Date, holders of Lehman Programs Securities will be permitted to trade such Lehman Programs Securities in accordance with applicable law and the procedures for the transfer of claims under the Bankruptcy Code.

5. CONSEQUENCES OF FAILURE TO FILE A SECURITIES PROGRAMS PROOF OF CLAIM BY THE SECURITIES PROGRAMS BAR DATE

Any holder of a claim based on a Lehman Programs Security who fails to file a Securities Programs Proof of Claim in accordance with the Bar Date Order on or before the Securities Programs Bar Date, complying with the requirements set forth in the Bar Date Order, for any claim such creditor holds or wishes to assert against LBHI based on a Lehman Programs Security, will be forever barred, estopped, and enjoined from asserting such claim (and from filing a Securities Programs Proof of Claim with respect to such claim) against LBHI, the other Debtors and their estates, and properties will be forever discharged from any and all indebtedness or liability with respect to such claim, and the holder of such claim shall not be permitted to vote on any chapter 11 plan or participate in any distribution in the Debtors' chapter 11 cases on account of such claim or to receive further notices regarding such claim or with respect to the Debtors' chapter 11 cases.

DATED: July 27, 2009
New York, New York

BY ORDER OF THE COURT

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8000
Lori R. Fife
Shai Y. Waisman

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

Exhibit A

Lehman Securities Programs Proof of Claim Form

United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center

c/o Epiq Bankruptcy Solutions, LLC

FDR Station, P.O. Box 5076

New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009**THIS SPACE IS FOR COURT USE ONLY**

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

☐ Check this box to indicate that this claim amends a previously filed claim.Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: _____ Email Address: _____

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: _____ Email Address: _____

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ _____ (Required)

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): _____ (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

(Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

FOR COURT USE ONLY

Date.

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076**

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Exhibit C

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	:
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	: 08-13555 (JMP)
	:
Debtors.	: (Jointly Administered)
-----X	

DATE: July 27, 2009

TO: Euroclear, Clearstream, The Depository Trust Company and other similar clearing systems (the "Clearing Systems") and each of the issuers (and their representative or administrator) of the Lehman Programs Securities (the "Issuers").

FROM: Lehman Brothers Holdings Inc.

RE: Enclosed Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities (the "Programs Securities Bar Date Notice")

The Debtors request that the Clearing Systems and the Issuers promptly distribute the Programs Securities Bar Date Notice to the account holders and/or holders of any of the securities included on the list of Lehman Programs Securities, dated July 17, 2009, available on <http://www.lehman-docket.com> in the manner in which you would ordinarily communicate with such accountholders and/or holders.

Exhibit D

Re: Lehman - Programs Securities

Attached is the Securities Programs Bar Date Notice and the Securities Programs Proof of Claim Form. You are requested to promptly distribute the attached Securities Programs Bar Date Notice and Securities Programs Proof of Claim Form to the account holders and/or holders of any of the securities included on the list of Lehman Programs Securities, dated July 17, 2009, available on <http://www.lehman-docket.com> (a copy of which is attached) in the manner in which you would ordinarily communicate with such accountholders and/or holders.

EXHIBIT H

**Notice to all holders of warrants and certificates issued by
Lehman Brothers Securities N.V. ("LBS")**

Curacao, 6 October 2009

This notice serves for information purposes only. In addition to notices to holders of warrants and certificates, the bankruptcy trustee of LBS will also publish quarterly public reports on the website www.ekvandoorne.com/bankruptcylbs

1. US Bar Date

- 1.1. Please take notice that, on July 2, 2009, the United States Bankruptcy Court for the Southern District of New York (the "U.S. Bankruptcy Court"), having jurisdiction over the chapter 11 cases of Lehman Brothers Holdings Inc. ("LBHI"), entered an order (the "Bar Date Order") establishing **November 2, 2009 at 5:00 p.m. (prevailing Eastern Time)** (the "Programs Securities Bar Date") as the last date and time for each person or entity to file a proof of claim based upon claims arising out of certain securities issued by LBHI or any of their affiliates (including LBS) outside of the United States (the "Programs Securities"). A list of the Programs Securities to which the Programs Securities Bar Date applies can be found at <http://www.lehman-docket.com> on the "Bar Date Information and Forms" page under the heading "Lehman Programs Securities And The Securities Programs Bar Date."
- 1.2. Most holders of warrants and certificates issued by LBS (jointly: "LBS Securities") appear to have claims against LBHI as **guarantor** of the LBS Securities. Note that if claims under such guarantees are not filed with LBHI by **November 2, 2009**, such claims against LBHI may be forever barred.
- 1.3. The Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities (the "Programs Securities Bar Date Notice") contains specific instructions on how to assert (guarantee) claims against LBHI based on Programs Securities. The Programs Securities Bar Date Notice and the required Programs Securities Proof of Claim Form can be found at <http://www.lehman-docket.com> on the "Bar Date Information and Forms" page under the heading "Lehman Programs Securities And The Securities Programs Bar Date."
- 1.4. Please take further notice that, your bank, broker or any other entity that holds Programs Securities on your behalf may choose not to file a Programs Securities Proof of Claim on your behalf. In that event, in order to assert claims against LBHI based on Programs Securities, ultimate beneficial holders of Programs Securities must submit a Programs Securities Proof of Claim Form on their own behalf. In doing so, such beneficial holders must comply with the procedures and instructions set

forth in the Programs Securities Bar Date Notice when submitting such Proof of Claim, including, obtaining a Euroclear Electronic Instruction Reference Number, a Clearstream Blocking Reference Number or other depository blocking reference number as appropriate (each, a "Blocking Number").

Beneficial holders (which includes most individuals) of Programs Securities that are not Euroclear Bank, Clearstream Bank or other depository account holders may not be able to contact those depositories directly for a Blocking Number. Such beneficial holders are therefore advised to direct their bank, broker or other entity that holds such securities on their behalf to contact the appropriate depository to obtain the Blocking Number. **All requests for Blocking Numbers must be sent to the appropriate depository prior to 5:00 p.m. (prevailing Eastern Time)/11:00 p.m. (CET) on October 23, 2009.**

- 1.5. Holders of LBS Securities and other Programs Securities may wish to consult an attorney if the holder has any questions, including whether such holder has any claims against LBHI and whether such holder should file a Programs Securities Proof of Claim.

2. Future communication

- 2.1. The bankruptcy trustee of LBS will from time to time send notices to holders of LBS Securities through the communication channels of the clearing agencies. Intermediary parties, such as banks and brokers that have an account with such clearing agencies, are requested to forward notices to intermediary banks and/or to the ultimate beneficial holders of LBS Securities they represent. All notices will also be made available on the website of the bankruptcy trustee of LBS (www.ekvandoorne.com/bankruptcylbs).
- 2.2. Other information on the bankruptcy of LBS, such as quarterly public reports, will also be made public on this website. Holders of LBS Securities that are included on the mailing list will receive a notification by email if information is made available on the website. Holders of LBS Securities that are not yet included on the mailing list can register by sending an email with "*Register*" in the subject field to [**bankruptcy_lbs@ekvandoorne.com**](mailto:bankruptcy_lbs@ekvandoorne.com).

Lehman Brothers Securities N.V.

Michiel R.B. Gorsira,

Bankruptcy Trustee (*curator*)

EXHIBIT I

**Notice to all holders of notes and certificates issued by
Lehman Brothers Treasury Co. B.V. ("LBT") under the**

**USD 100,000,000,000 Euro Medium Term Note Program
USD 4,000,000,000 German Note Issuance Program
Certificates Program
Inflation Linked Notes Program**

1 October 2009

This notice serves for information purposes only. In addition to notices to holders of notes and certificates, the bankruptcy trustee of LBT will also publish quarterly public reports in accordance with Dutch bankruptcy law on the website www.lehmanbrotherstreasury.com.

1. US Bar Date

- 1.1. Please take notice that, on July 2, 2009, the United States Bankruptcy Court for the Southern District of New York (the "U.S. Bankruptcy Court"), having jurisdiction over the chapter 11 cases of Lehman Brothers Holdings Inc. ("LBHI"), entered an order (the "Bar Date Order") establishing **November 2, 2009 at 5:00 p.m. (prevailing Eastern Time)** (the "Programs Securities Bar Date") as the last date and time for each person or entity to file a proof of claim based upon claims arising out of certain securities issued by LBHI or any of their affiliates (including LBT) outside of the United States (the "Programs Securities"). A list of the Programs Securities to which the Programs Securities Bar Date applies can be found at <http://www.lehman-docket.com> on the "Bar Date Information and Forms" page under the heading "Lehman Programs Securities And The Securities Programs Bar Date."
- 1.2. Most holders of notes and certificates issued by LBT (jointly: "LBT Notes") appear to have claims against LBHI as **guarantor** of the LBT Notes. Note that if claims under such guarantees are not filed with LBHI by **November 2, 2009**, such claims against LBHI may be forever barred.
- 1.3. The Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities (the "Programs Securities Bar Date Notice") contains specific instructions on how to assert (guarantee) claims against LBHI based on Programs Securities. The Programs Securities Bar Date Notice and the required Programs Securities Proof of Claim Form can be found at <http://www.lehman-docket.com> on the "Bar Date Information and Forms" page under the heading "Lehman Programs Securities And The Securities Programs Bar Date."

- 1.4. Please take further notice that, your bank, broker or any other entity that holds Programs Securities on your behalf may choose not to file a Programs Securities Proof of Claim on your behalf. In that event, in order to assert claims against LBHI based on Programs Securities, ultimate beneficial holders of Programs Securities must submit a Programs Securities Proof of Claim Form on their own behalf. In doing so, such beneficial holders must comply with the procedures and instructions set forth in the Programs Securities Bar Date Notice when submitting such Proof of Claim, including, obtaining a Euroclear Electronic Instruction Reference Number, a Clearstream Blocking Reference Number or other depository blocking reference number as appropriate (each, a "Blocking Number").

Beneficial holders (which includes most individuals) of Programs Securities that are not Euroclear Bank, Clearstream Bank or other depository account holders may not be able to contact those depositories directly for a Blocking Number. Such beneficial holders are therefore advised to direct their bank, broker or other entity that holds such securities on their behalf to contact the appropriate depository to obtain the Blocking Number. **All requests for Blocking Numbers must be sent to the appropriate depository prior to 5:00 p.m. (prevailing Eastern Time)/11:00 p.m. (CET) on October 23, 2009.**

- 1.5. Holders of LBT Notes and other Programs Securities may wish to consult an attorney if the holder has any questions, including whether such holder has any claims against LBHI and whether such holder should file a Programs Securities Proof of Claim.

2. Future communication

- 2.1. The bankruptcy trustee of LBT will from time to time send notices to holders of LBT Notes through the communication channels of the clearing agencies. Intermediary parties, such as banks and brokers that have an account with such clearing agencies, are requested to forward notices to intermediary banks and/or to the ultimate beneficial holders of LBT Notes they represent. All notices will also be made available on the website of the bankruptcy trustee of LBT (www.lehmanbrotherstresury.com).
- 2.2. Other information on the bankruptcy of LBT, such as quarterly public reports, will also be made public on this website. Holders of LBT Notes that are included on the mailing list will receive a notification by email if information is made available on the website. Holders of LBT Notes that are not yet included on the mailing list can register by sending an email with "Register" in the subject field to info.lbtresurybv@houthoff.com.

Amsterdam, 1 October 2009

Lehman Brothers Treasury Co. B.V.

Rutger Schimmelpenninck,
Bankruptcy Trustee (*curator*)